AMENDMENT OF SOLIC	ITATION/MODIFICA	ATION OF	1. (	CONTRACT I D CODE	PAGE C	F PAGES
CONTRACT					1	2
2. AMENDMENT/MOD NO.	3. EFFECTIVE DATE	4. REQUISITION/F	UR	CHASE REQ. NO.	5. PROJ	ECT NO
NNJ09JE44C	See block 16C	42003	3127	97(Y)		
		7. ADMINISTERED		CODE		
NASA Johnson Space Center Institutional Procurement Office Attn: Nancy Robb/BJ4 Houston, TX 77058-2921				CODE	Name of the state	
8. NAME AND ADDRESS OF CONTRAC CSC Applied Technologies, LLC	FOR (No. Street, County, S	itate and ZIP Code)	(9)	9A. AMENDMENT O	F SOLICI	TATION
6500 West Freeway, Suite 600 Fort Worth, TX 76116				9B. DATED (SEE ITE	M 11)	innesse de de la constante de
			(10)	10A. MOD. OF CONT NNJ09J		RDER No
CODE	FACILITY COL	1	X	10B. DATED (SEE IT		
1JGQ2	J	JGQ2		8/25/	09	
11. T The above numbered solicitation is amended a	HIS ITEM ONLY APPLIES				·····	
Offers must acknowledge receipt of this amend methods:  (a) By completing Items 8 and 15, and return (b) By acknowledging receipt of this amend (c) By separate letter or telegram which incomplete the complete of the separate letter of the separate letter or telegram which incomplete of the separate letter or telegram which incomplete of the separate letter or telegram which incomplete of the separate letter of the separate letter, prior to the opening hour and date specified the separate letter of the separate letter.  12. ACCOUNTING AND APPROPRIATIO	ming one (1) copy of the amen ment on each copy of the offer judes a reference to the solicit AT THE PLACE DESIGNATE OF YOUR OFFER. If by virtu provided each telegram or let	dment; r submitted; or ation and amendment nu p of this amendment you	mbers F OFF	s. FAILURE OF YOUR ERS PRIOR TO THE HO	UR AND (	DATE led. such
	N DATA (If required)					
INCREASE: \$3,764,135.51				Financial Managem	ent	
13. THIS ITEM APPLIES ONLY TO MOD CONTRACT/ORDER NO. AS DESCR	IBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED P CONTRACT ORDER NO. IN ITEM 10A.						
B. THE ABOVE NUMBERED CONTRACT Office, appropriation date, etc.) SET FOR Limitation of Funds 52.232-2.	TH IN ITEM 14, PURSUANT	TO THE AUTHORITY OF	FAR	43.103(b).		n paying
C. THIS SUPPLEMENTAL AGREEMEN	T IS ENTERED INTO PURSU	ANT TO AUTHORITY OF	:			
D. OTHER (Specify type of modification of	and authority)					
IMPORTANT: Contractor	(is or is not) required to sig	n this document and r	eturr	copies to the iss	uing offic	e.
14. DESCRIPTION OF AMENDMENT/MO matter where feasible.)	DDIFICATION (Organized b	y UCF section headin	gs, ir	cluding solicitation/cor	tract sub	iect
13B Continued. estimated period of	of performance agreed	to via email between	en I	H. Ruby, CSC, and	N. Rob	b,
NASA/JSC on 9/9/2009.						
The purpose of this modification is	to add incremental fur	nding in the amour	nt of	\$3,764,135.51, as	follows	
Except as provided herein, all terms and c unchanged and in full force and effect.	onditions of the document	referenced in Item 9A	or 10	A, as heretofore chang	ed, rema	ins
15A. NAME AND TITLE OF SIGNER (7)	pe or print)	Į.		F CONTRACTING OF	FICER	
		Alice Jean Pursell				
15B. CONTRACTOR/OFFEROR		16B UNITED STATE	Pu	well 9	19/09	SIGNED
(Signature of person authorized to sign)		(Signature Of C	unrac		ANDARD FOI	RM 30 (REV.
NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE	30	eve.	·	Pleagi	est uv GSA F	10-83) ES

(1) Clause B.5 Contracting Funding (NASA 1852.232-81) is hereby deleted in its entirety and replaced by the following:

## "B.5 CONTRACT FUNDING (NASA 1852.232-81) (JUN 1990)

- (a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$6.262,918.51. This allotment is for the Aircraft Maintenance and Modification Contract and covers the following estimated period of performance: September 1, 2009 through October 9, 2009.
- (b) An additional amount of (b) (4) is obligated under this contract for payment of fee."

**Cumulative Funding Data** 

	Prior Funding	This Modification	New Totals
Estimated Cost		(b) (4)	
Award Fee Total	\$3,000,000	\$3,764,135.51	\$6,764,135.51

FOR ADMINISTRATIVE PURPOSES ONLY:

JSC Portion of the Contract

Estimated Cost Maximum Award Fee

TOTAL

(b) (4)

\$35,427,036

AMENDMENT OF SOLIC	ITATION/MODIFIC	ATION OF	1. CONTRACT I D CODE	PAGE OF PAGES
	NTRACT			1 12
2. AMENDMENT/MOD NO.	3. EFFECTIVE DATE	4. REQUISITION/F	PURCHASE REQ. NO.	5. PROJECT NO
2	See block 16C		N/A	rain-d renovament
CODE		7. ADMINISTERED	3Y CODE	
NASA Johnson Space Center Institutional Procurement Office Attn: Nancy Robb/BJ4 Houston, TX 77058-3696				
8. NAME AND ADDRESS OF CONTRACT	TOR (No. Street, County, S	itate and ZIP Code)	(9) 9A. AMENDMENT O	F SOLICITATION
CSC Applied Technologies, LLC 6500 West Freeway, Suite 600		A tomorbia	NO :	
Fort Worth, TX 76116			9B. DATED (SEE ITE	M 11)
			(10) 10A, MOD, OF CONT	DACTIODNED No
*			NNJ09J	
CODE	FACILITY COL	E	108. DATED (SEE IT	
1JGQ2	of Livery	JGQ2	8/25/	
11. T)	HIS ITEM ONLY APPLIES	TO AMENDMENTS O	F SOLICITATIONS	
The above numbered solicitation is amended as Offers must acknowledge receipt of this amenda methods:				
(a) By completing Items 8 and 15, and return (b) By acknowledging receipt of this amendi (c) By separate letter or telegram which inch ACKNOWLEDGMENT TO BE RECEIVED A SPECIFIED MAY RESULT IN REJECTION change may be made by telegram or letter, prior to the opening hour and date specified  12. ACCOUNTING AND APPROPRIATION	ment on each copy of the offer udes a reference to the solicite AT THE PLACE DESIGNATEL OF YOUR OFFER. If by virtur provided each telegram or lett	submitted; or alion and amendment num FOR THE RECEIPT OF e of this amendment you:	desire to change an offer afrea	dv submitted, such
N/A) 1			Financial Manageme	ent .
13. THIS ITEM APPLIES ONLY TO MODI	FICATIONS OF CONTRAC	CTS/ORDERS. IT MOI	DIFIES THE	· · · · · · · · · · · · · · · · · · ·
CONTRACT/ORDER NO. AS DESCRI				
A. THIS CHANGE ORDER IS ISSUED PO CONTRACT ORDER NO. IN ITEM 10A.	URSUANT TO: (Specify autho	ority) THE CHANGES SE	ET FORTH IN ITEM 14 ARE M.	ADE IN THE
B. THE ABOVE NUMBERED CONTRACT office, appropriation date, stc.) SET FORT				hanges in paying
C. THIS SUPPLEMENTAL AGREEMENT	IS ENTERED INTO PURSUA	NT TO AUTHORITY OF:		
American Recovery and Reinv		PL111-5, Division	A, Title II	
D. OTHER (Specify type of modification at	nd authority)			,
IMPORTANT: Contractor I	S required to sign this docu	iment and return 3 cop	ies to the issuing office.	
14. DESCRIPTION OF AMENDMENT/MO	DIFICATION (Organized by	/ UCF section heading	s, including solicitation/cont	ract subject
matter where feasible.)				P.PE. LIPA CARE
The purpose of this modification is the description of the second review control of the second review c		anta for Tools Orda	and these are framed williams	
Add specific clauses and revise cert Recovery and Reinvestment Act (Al		CHIS TOT TASK OFUE	as macare issued umiz	ang American
		l on page 2)		
Except as provided herein, all terms and co- unchanged and in full force and effect.	nditions of the document re	iferenced in Item 9A or	10A, as heretofore change	d, remains
15A. NAME AND TITLE OF SIGNER (Typ	e or print)	IGA, NAME AND TITL	E OF CONTRACTING OFF	TCER :
HEIDI RUBY CONTRACT MAI			Contracting Officer	Ì
15B. CONTRACTOPIOFFEROR		168. UNITED STATES	OF AMERICA 16C.	DATE SIGNED
(Signeture of person authorized to sign)	10/16/09	CLUZE KAZA	Marie Miceri	10/19/09
NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE	30-10			VDARD FORM 30 (REV 10-83) ES

NOTE: Any Task Order that utilizes ARRA funds will so state on the face of the Task Order; along with the applicable CLIN.

The following Clauses are added to Section I, and are only applicable if the Individual Task Order states that ARRA will fund the Task Order.

- (a) FAR 52.203-15 Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (MAR 2009)
- (b) FAR 52.204-11 American Recovery and Reinvestment Act Reporting Requirements (MAR 2009)
- (c) FAR 52.215-2 Audit and Record (2009), Alternate 1 (MAR 2009)
- (d) FAR 52.244-6 Subcontracts for Commercial Items (AUG 2009)

The following clauses are revised and the revisions are only applicable if the Task Order is funded by ARRA:

Clause B.5 CONTRACT FUNDING (NASA 1852.232-81) (JUN 1990) Clause B.5 is deleted in its entirety and replaced with the following as ARRA funding shall be separate from other funding:

### "B.5 CONTRACTING FUNDING (NASA 1852.232-81) (JUN 1990)

- (a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, and excluding special ARRA funding specified in (c) below, the total amount allotted by the Government to this contract is (to be specified in the individual Center's Task Order). This allotment is for performance of all items listed in Clause B.2 Scope of Work, excluding Task Order (GFI) and covers the following estimated period of performance (to be specified in the individual Center's Task Order).
- (b) An additional amount of (to be specified in the individual Center's Task Order) is obligated under this contract for payment of fee.
- (c) i. An additional amount of \$(GFI) of ARRA funding is obligated under this contract specifically for the payment of cost, exclusive of fee, for performance of the ARRA funded effort, identified as Task Oder (GFI) CLIN (GFI). This allotment is for performance of Task Order (GFI), CLIN (GFI). Requirements cover the following estimated period of performance through (GFI).
  - ii. An additional amount of \$(GFI) for Task Order (GFI), CLIN (GFI) is obligated under this contract for payment of fee."

(GFI): Government fill in.

Section G. Add Clause G.19 SPECIAL INVOICING INSTRUCTIONS FOR CONTRACTS CONTAINING RECOVERY ACT FUNDS as ARRA invoicing shall be separate from other invoicing.

Section J, ATTACHMENT J-1, DRL/DRD 8, NASA Contractor Financial Management Data, provides NASA Form 533 reporting instructions. In addition to these instructions, the Contractor shall submit separate WBS NASA 533 financial data/reports reflecting ARRA expenditures for all months where ARRA funding is expended, and this separate data shall be clearly marked to indicate that It reflects ARRA funding expenditures exclusively. In months where both ARRA and non-ARRA funds are expended, the Contractor shall submit separate NASA Form 533 reports for each; for months where only

ARRA funds are expended a single monthly report, marked as previously stated, is required. Replacement pages will not be provided.

Section J, ATTACHMENT J-1, DRL/DRD 7, MONTHLY PROGRESS REPORTS, provides information on the progress of all work accomplished during each month of contract performance. A separate Section shall be provided for each Task Order issued utilizing ARRA funds. Replacement pages will not be provided

NOTE: Replacement pages B-2, G-17. Changes and additions are in italics. New Pages I-17 – 23 are also attached.

This modification is at no increase in the estimated cost, maximum award fee, or period of performance.

#### SECTION B SUPPLIES OR SERVICES AND PRICES/COSTS

### "B.5 CONTRACTING FUNDING (NASA 1852.232-81) (JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, and excluding special ARRA funding specified in (c) below, the total amount allotted by the Government to this contract is: (to be specified in the individual Center's Task Order). This allotment is for performance of all items listed in Clause B.2 Scope of Work, excluding Task Order (GFI), CLIN (GFI) and covers the following estimated period of performance (To be specified in the individual Center's Task Order).

An additional amount of (To be specified in the individual Center's Task Order) is obligated under this contract for payment of fee, excluding special

ARRA funding specified in (c) below.

An additional amount of \$GFI of ARRA funding is obligated under a (c) i. separate Task Order under this this contract specifically for the payment of cost, exclusive of fee, for performance of the ARRA funded effort, identified as Task Oder (GFI) CLIN (GFI). This allotment is for performance of Task Order (GFI), CLIN (GFI). Requirements cover the following estimated period of performance through (GFI).

ii. An additional amount of \$(GFI) for Task Order (GFI), CLIN (GFI) is obligated

under this contract for payment of fee."

(GFI): Government fill in

## SECTION G CONTRACT ADMINISTRATION DATA

#### G.18 EMERGENCY PREPAREDNESS AND RESPONSE

The Contractor's obligation may include resolution of unusual or emergency situations. The Contractor may be required to assist NASA, within the general scope of work, but in currently unidentified ways, in preparation for, or in response to emergencies. Obligations under this requirement shall only arise when one or more of the criteria at FAR 18.001, enabling NASA to utilize "Emergency Acquisition Flexibilities", are met. If the emergency preparedness and response requirements result in changes to the contract, all contract adjustments will be processed in accordance with the Changes clause of this contract.

(End of clause)

## G.19 <u>SPECIAL INVOICING INSTRUCTIONS FOR CONTRACTS CONTAINING RECOVERY ACT FUNDS</u>

In addition to the requirements set forth in any payment and invoicing clauses contained within the contract, the following special requirements apply to those contracts with work authorized under the American Recovery and Reinvestment Act (ARRA) of 2009

- All requests for payment for work performed subject to the Recovery Act shall be submitted separately from requests for payment for any other work performed under the contract.
- All requests for payment for work on contracts, funded in whole or in part, with Recovery Act funds, shall identify the applicable Contract Line Item Number(s) (CLINs) associated with the supplies or services being invoiced. The CLIN will be identified in the Task Order.
- All invoices/vouchers shall be submitted via e-mail with no more than one invoice/voucher per e-mail submissions. Invoices shall be submitted to NSSC-AccountsPayable@nasa.gov.
- The NASA Shared Services Center is the Designated Billing Office for Recovery Act Invoices except for cost type contracts where DCAA is designated as the billing office for verification of vouchers.

(END OF SECTION)

### 1.17 AUTHORIZED DEVLIATIONS IN CLAUSES (FAR 52.252-6) (APR 2984)

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.
- (b) The us in this solicitation or contract of any NASA FAR Supplement (48CFR Chapter 18) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

## I.18 LISTING OF CLAUSES APPLICABLE ONLY TO TASK ORDERS ISSUED WITH FUNDS FROM THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009.

The following clauses are only applicable to Task Order(s) that are funded by the American Recovery and Reinvestment Act of 2009 (Pub. L.111-5). If the Task Order is funded under Pub. L. 111-5, the Task Order will so state.

## I.18.1 WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009. (FAR 52.203-15) (MAR 2009)

- (a) The Contractor shall post notice of employees rights and remedies for whistleblower protections provided under section 1553 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5).
- (b) The Contractor shall include the substance of this clause including this paragraph (b) in all subcontracts.

(End of clause)

## 1.18.2 AMERICAN RECOVERY AND REINVESTMENT ACT – REPORTING REQUIREMENTS (FAR 52.204-11) (MAR 2009)

(a) Definitions. As used in this clause—

"Contract", as defined in FAR 2.101, means a mutually binding legal relationship obligating the seller to furnish the supplies or services (including construction) and the buyer to pay for them. It includes all types of commitments that obligate the Government to an expenditure of appropriated funds and that, except as otherwise authorized, are in writing. In addition to bilateral instruments, contracts include (but are not limited to) awards and notices of awards; job orders or task letters issued under basic ordering agreements; letter contracts; orders, such as purchase orders, under which the contract becomes effective by written acceptance or performance; and bilateral contract modifications. Contracts do not include grants and cooperative agreements covered by 31 U.S.C. 6301, et seq. For discussion of various types of contracts, see FAR Part 16.

"First-fier subcontract" means a subcontract awarded directly by a Federal Government prime contractor whose contract is funded by the Recovery Act.

"Jobs created" means an estimate of those new positions created and filled, or previously existing unfilled positions that are filled, as a result of funding by the American Recovery and Reinvestment Act of 2009 (Recovery Act). This definition covers only prime contractor positions established in the United States and outlying

areas (see definition in FAR <u>2.101</u>). The number shall be expressed as "full-time equivalent" (FTE), calculated cumulatively as all hours worked divided by the total number of hours in a full-time schedule, as defined by the contractor. For instance, two full-time employees and one part-time employee working half days would be reported as 2.5 FTE in each calendar quarter.

"Jobs retained" means an estimate of those previously existing filled positions that are retained as a result of funding by the American Recovery and Reinvestment Act of 2009 (Recovery Act). This definition covers only prime contractor positions established in the United States and outlying areas (see definition in FAR 2.101). The number shall be expressed as "full-time equivalent" (FTE), calculated cumulatively as all hours worked divided by the total number of hours in a full-time schedule, as defined by the contractor. For instance, two full-time employees and one part-time employee working half days would be reported as 2.5 FTE in each calendar quarter.

"Total compensation" means the cash and noncash dollar value earned by the executive during the contractor's past fiscal year of the following (for more information see 17 CFR 229.402(c)(2)):

- (1) Salary and bonus.
- (2) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- (3) Earnings for services under non-equity incentive plans. Does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- (4) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- (5) Above-market earnings on deferred compensation which is not tax-qualified.
- (6) Other compensation. For example, severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property if the value for the executive exceeds \$10,000.
- (b) This contract requires the contractor to provide products and/or services that are funded under the American Recovery and Reinvestment Act of 2009 (Recovery Act). Section 1512(c) of the Recovery Act requires each contractor to report on its use of Recovery Act funds under this contract. These reports will be made available to the public.
- (c) Reports from contractors for all work funded, in whole or in part, by the Recovery Act, and for which an invoice is submitted prior to June 30, 2009, are due no later than July 10, 2009. Thereafter, reports shall be submitted no later than the 10th day after the end of each calendar quarter.
- (d) The Contractor shall report the following information, using the online reporting tool available at www.FederalReporting.gov.
  - (1) The Government contract and order number, as applicable.

- (2) The amount of Recovery Act funds invoiced by the contractor for the reporting period. A cumulative amount from all the reports submitted for this action will be maintained by the government's on-line reporting tool.
- (3) A list of all significant services performed or supplies delivered, including construction, for which the contractor invoiced in this calendar quarter.
- (4) Program or project title, if any.
- (5) A description of the overall purpose and expected outcomes or results of the contract, including significant deliverables and, if appropriate, associated units of measure.
- (6) An assessment of the contractor's progress towards the completion of the overall purpose and expected outcomes or results of the contract (i.e., not started, less than 50 percent completed, completed 50 percent or more, or fully completed). This covers the contract (or portion thereof) funded by the Recovery Act.
- (7) A narrative description of the employment impact of work funded by the Recovery Act. This narrative should be cumulative for each calendar quarter and only address the impact on the contractor's workforce. At a minimum, the contractor shall provide—
  - (i) A brief description of the types of jobs created and jobs retained in the United States and outlying areas (see definition in FAR 2.101). This description may rely on job titles, broader labor categories, or the contractor's existing practice for describing jobs as long as the terms used are widely understood and describe the general nature of the work; and
  - (ii) An estimate of the number of jobs created and jobs retained by the prime contractor, in the United States and outlying areas. A job cannot be reported as both created and retained.
- (8) Names and total compensation of each of the five most highly compensated officers of the Contractor for the calendar year in which the contract is awarded if—
  - (i) In the Contractor's preceding fiscal year, the Contractor received—
     (A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and
    - (B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and
  - (ii) The public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.
- (9) For subcontracts valued at less than \$25,000 or any subcontracts awarded to an individual, or subcontracts awarded to a subcontractor that in the previous tax year had gross income under \$300,000, the Contractor shall only report the aggregate number of such first tier subcontracts awarded in the quarter and their aggregate total dollar amount.

- (10) For any first-tier subcontract funded in whole or in part under the Recovery Act, that is over \$25,000 and not subject to reporting under paragraph 9, the contractor shall require the subcontractor to provide the information described in (i), (ix), (x), and (xi) below to the contractor for the purposes of the quarterly report. The contractor shall advise the subcontractor that the information will be made available to the public as required by section 1512 of the Recovery Act. The contractor shall provide detailed information on these first-tier subcontracts as follows:
  - (i) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.
  - (ii) Name of the subcontractor.
  - (iii) Amount of the subcontract award.
  - (iv) Date of the subcontract award.
  - (v) The applicable North American Industry Classification System (NAICS) code.
  - (vi) Funding agency.
  - (vii) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.
  - (viii) Subcontract number (the contract number assigned by the prime contractor).
  - (ix) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district if applicable.
  - (x) Subcontract primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district if applicable.
  - (xi) Names and total compensation of each of the subcontractor's five most highly compensated officers, for the calendar year in which the subcontract is awarded if—
    - (A) In the subcontractor's preceding fiscal year, the subcontractor received—
      - 80 percent or more of its annual gross revenues in Federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and
      - (2) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and
    - (B) The public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

(End of clause)

## I.18.3 AUDIT AND RECORD - NEGOTIATION (FAR 52.215-2 (MAR 2009) ALTERNATE 1 (MAR 2009)

- (a) As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
- (b) Examination of costs. If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the contract.
- (c) Cost or pricing data. If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to—
  - (1) The proposal for the contract, subcontract, or modification:
  - The discussions conducted on the proposal(s), including those related to negotiating;
  - (3) Pricing of the contract, subcontract, or modification; or
  - (4) Performance of the contract, subcontract or modification.
- (d) Comptroller General.—
  - (1) The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract or a subcontract hereunder and to interview any current employee regarding such transactions.
  - (2) This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e) Reports. If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating—
  - The effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports; and
  - (2) The data reported.
- (f) Availability. The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), (c), (d), and (e) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in Subpart 4.7,

Contractor Records Retention, of the Federal Acquisition Regulation (FAR), or for any longer period required by statute or by other clauses of this contract. In addition—

- (1) If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and
- (2) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.
- (g) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (g), in all subcontracts under this contract that exceed the simplified acquisition threshold, and—
  - (1) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or priceredeterminable type or any combination of these;
  - (2) For which cost or pricing data are required; or
  - (3) That require the subcontractor to furnish reports as discussed in paragraph (e) of this clause.

The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.

#### (End of clause)

- Alternate I (Mar 2009). substitute the following paragraphs (d)(1) and (g) for paragraphs (d)(1) and (g) of the basic clause:
  - (d) Comptroller General or Inspector General. (1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials, shall have access to and the right to—
    - (i) Examine any of the Contractor's or any subcontractor's records that pertain to and involve transactions relating to this contract or a subcontract hereunder; and
    - (ii) Interview any officer or employee regarding such transactions.
  - (g) (1) Except as provided in paragraph (g)(2) of this clause, the Contractor shall insert a clause containing all the terms of this clause, including this paragraph (g), in all subcontracts under this contract. The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.
    - (2) The authority of the Inspector General under paragraph (d)(1)(ii) of this clause does not flow down to subcontracts.

#### I.18.4 52.244-6 Subcontracts for Commercial Items (AUG 2009)

- (a) Definitions. As used in this clause-
- "Commercial item" has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.
- "Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

- (b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.
- (c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:
  - (i) 52.203-13, Contractor Code of Business Ethics and Conduct (Dec;2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)), if the subcontract exceeds \$5,000,000 and has a performance period of more than 120 days. In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.
  - (ii) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Section 1553 of Pub. L. 111-5), if the subcontract is funded under the Recovery Act.
  - (iii) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), if the subcontract offers further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
  - (iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
  - (v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212(a));
  - (vi) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).
  - (vii) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201), if flow down is required in accordance with paragraph (g) of FAR clause 52.222-39).
  - (viii) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).
  - (ix) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. App. 1241 and 10 U.S.C. 2631), if flow down is required in accordance with paragraph (d) of FAR clause 52.247-64).
- (2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.
- (d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

(END OF SECTION)

AMENDMENT OF SOLIC	CITATION/MODIFICA	ATION OF	1. 0	CONTRACT I D CODE	PAGE (	OF PAGES
	NTRACT				1	2
2. AMENDMENT/MOD NO.	3. EFFECTIVE DATE	4. REQUISITION/F	-UR	CHASE REQ. NO.	5. PRO	JECT NO
3	See block 16C			450(Y)	MANAGES VIA	
		7. ADMINISTERED		CODE		
NASA Johnson Space Center Institutional Procurement Office Attn: Nancy Robb/BJ4 Houston, TX 77058-2921						
8. NAME AND ADDRESS OF CONTRAC CSC Applied Technologies, LLC	TOR (No. Street, County, S	tate and ZIP Code)	(9)	9A. AMENDMENT O	F SOLIC	ITATION
6500 West Freeway, Suite 600 Fort Worth, TX 76116			Total Assessment	9B. DATED (SEE ITE	M 11)	· · · · · · · · · · · · · · · · · · ·
			(10)	10A. MOD. OF CON NNJ09J		RDER No
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12. ACCOUNTING AND APPROPRIATION			Orama televitaritari		~~~	
INCREASE: \$177,501.00	, , , , , , , , , , , , , , , , , , ,			Financial Managem	ant	
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13. THIS ITEM APPLIES ONLY TO MOE CONTRACT/ORDER NO. AS DESCR	RIBED IN ITEM 14.					
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B. THE ABOVE NUMBERED CONTRAGE office, appropriation date, etc.) SET FOR Limitation of Funds 52.232-2	RTH IN ITEM 14, PURSUANT T	TO THE AUTHORITY OF	FAR	43.103(b).		n paying
C. THIS SUPPLEMENTAL AGREEMEN	T IS ENTERED INTO PURSUA	NT TO AUTHORITY OF	* *			
D. OTHER (Specify type of modification	and authority)	) or hand of the second of the				
	r (is or is not) required to sig					
14. DESCRIPTION OF AMENDMENT/M	ODIFICATION (Organized b	y UCF section headin	gs, in	cluding solicitation/cor	ntract sub	ject
matter where feasible.) 13B Continued. estimated period	» f aufamman a a amad	ta via amail hatus	an I	I Duby CSC and	N Dah	h
NASA/JSC on 9/10/2009.	or performance agreed	to via eman betwe	ceii i	i. Kuby, CSC, and	14. NOO	π,
The purpose of this modification is	s to add incremental fur	nding in the amou	nt of	\$177,501.00, as fo	ollows:	Legislation of the control of the co
Except as provided herein, all terms and ounchanged and in full force and effect.	conditions of the document r	eferenced in Item 9A	or 10	A, as heretofore chang	jed, rema	ins
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15B. CONTRACTOR/OFFEROR		Nancy A.S. Robb 16B. UNITED STATE			D. DATE	SIGNED
(Signature of person authorized to sign)		manya (Signatuje Of O	Sontrac	Robb 09/1 ting Officer)	0/20	09
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PREVIOUS EDITION UNUSABLE					ed by GSA F	AR (48 CFR)

(1) Clause B.5 Contracting Funding (NASA 1852.232-81) is hereby deleted in its entirety and replaced by the following:

### "B.5 CONTRACT FUNDING (NASA 1852.232-81) (JUN 1990)

- (a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$6,430,419.51. This allotment is for the Aircraft Maintenance and Modification Contract and covers the following estimated period of performance: September 1, 2009 through October 9, 2009.
- (b) An additional amount of \$ (b) (4) is obligated under this contract for payment of fee."

**Cumulative Funding Data** 

Prior Funding

This Modification

New Totals

Estimated Cost Award Fee Total

	(b) (4)	
	6.77	\$0.044.000.E4
\$6,764,135.51	\$177,501.00	\$6,941,636.51

FOR ADMINISTRATIVE PURPOSES ONLY:

JSC Portion of the Contract

Estimated Cost Maximum Award Fee TOTAL (b) (4)

\$35,427,036

AMENDM	MENT OF SOLICITATION/MODIFIC	ATION OF CONTRACT		1, CONTRACT ID CODE		PAGE OF	PAGES
2. AMENDM	ENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. RÉQ	JISITION/PURCHASE REQ. NO.	5. PR	OJECT NO. (	if applicable)
000004		09/18/2009	See	block 14 below.			
6. ISSUED E			7. AD1	IINISTERED BY (If other than Item 6)	CODE	JSC	
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CODE 1	JGQ2	FACILITY CODE	0	3/25/2009			
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	D. OTHER (Specify type of modification			***************************************			
Х	Limitation of Funds 52.23	32-22 (Apr 1984) as mod:	ified by	NFS 1852.232-81 (Jun 1990)			~
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15B. CONTR	RACTORIOFFEROR	15C. DATE SIGNED		HITED STATES OF AMERICA	. [[		ATE SIGNED
,/,	(Signature of person authorized to sign)	1,7,4 = 1,7	66	(Skyleture of Contracting Officer)	<u> </u>		18/2009
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NSN 7540-01-152-8070 Previous edition unusable STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243

	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF	
CONTINUATION SHEET	NNJ09JE44C/000004	2		3

NAME OF OFFEROR OR CONTRACTOR
CSC APPLIED TECHNNOLOGIES LLC

ITEM NO.	SUPPLIES/SERVICES	QUANTITY		UNIT PRICE	AMOUNT
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(1) Clause B.5 Contracting Funding (NASA 1852.232-81) is hereby deleted in its entirety and replaced by the following:

## "B.5 CONTRACT FUNDING (NASA 1852.232-81) (JUN 1990)

with the Limitation of to this contract is <u>\$0</u> Modification Contra	of Funds clause, the to 0.00. This allotment is ct and covers the follo	cost, exclusive of fee, stal amount allotted by for the Aircraft Mainte wing estimated period	the Government nance and of performance:
(h) An ad	ditional amount of \$0.	00 is obligated under t	his contract for
payment of fee."			
	Cumulative Fund	ling Data	
	Prior Funding .	This Modification	New Totals
Estimated Cost Award Fee		(b) (4)	
Total	\$6,941,636.51	- \$6,941,636.51	\$0.00

(2) Funding for the JSC portion of the contract will be obligated on Task Order NNJ09JG99T. Therefore, Clause B.5 at the contract level reflects \$0.00.

NASA Johnson Space Center CODE Institutional Procurement Office Artin: Nancy Robb/BJ4 Houston, TX 77058-2921 NAME AND ADDRESS OF CONTRACTOR (No. Street. County, State and ZIP Code) SNAME AND ADDRESS OF CONTRACTOR (No. Street. County, State and ZIP Code) (9) 9A. AMENDMENT OF SOLICITATION NO SOLOTION OF CONTRACTOR (No. Street. County, State and ZIP Code) (10) 10A. MOD. OF CONTRACTOR EN M. NNJ09JE44C CODE  1JGQ2 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS The above numbered solicitation is amended as and orth in item 14. The boar and date specified for necept of Offers (SC OR IS NOT) extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified for necept of Offers (SC OR IS NOT) extended. Offers must acknowledge receipt of this amendment on each copy of the offer submitted; or (b) by separate latter or begorem which includes a reference to the solicitation and amendment or as amended, by one of the following melhods: (a) By completing laters 8 and 15, and returning one (1) copy of the amendment or as amended, by one of the following melhods: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate latter or begorem or inflicence of the solicitation and amendment and the specified. (b) By acknowledging receipt of The amendment on each copy of the offer submitted; or (c) By separate latter or begorem or of licent provided each telegram or latter makes reference to the solicitation and mendment, and is received prior to the opening hour and date specified.  2. ACCOUNTING AND APPROPRIATION DATA (if required)  N/A  Financial Management  13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE  CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.  A THIS APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE  CONTRACTORDER NO. AS DESCRIBED IN ITEM 14.  A THIS APPLIES ONLY TO MODIFICATION OF THE APPLIES ONLY TO FARTA 1930(b).  A THIS APPLIES ONLY TO MODIFICATION OF THE APPLIES ONLY TO FARTA 1930(b).	AMENDMENT OF SOLI	CITATION/MODIFIC	ATION OF	1. CONTRACT I D CODE	PAGE OF PAGES
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NASA Johnson Space Center  Institutional Procurement Office Attun Nancy Robb/BJ4 Houston, TX 77058-2921  8. NAME AND ADDRESS OF CONTRACTOR (No. Street. County, State and ZiP Code)  9. NAME AND ADDRESS OF CONTRACTOR (No. Street. County, State and ZiP Code)  9. NAME AND ADDRESS OF CONTRACTOR (No. Street. County, State and ZiP Code)  9. NAME AND ADDRESS OF CONTRACTOR (No. Street. County, State and ZiP Code)  9. NAME AND ADDRESS OF CONTRACTOR (No. Street. County, State and ZiP Code)  9. NAME AND ADDRESS OF CONTRACTOR (No. Street. County, State and ZiP Code)  9. NAME AND ADDRESS OF CONTRACTOR (No. Street. County, State and ZiP Code)  1. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS  The above numbered solicitation is amended as a set forth in lien 14. The host and date specified for recept of Giffers (is Oft is NOT) extended, methods:  (a) By completing terms is and 15, and returning one (1) copy of the amendments and specified in the solicitation of an amendment and amendment principles are expected in the solicitation of the following methods:  (a) By completing terms is and 15, and returning one (1) copy of the amendments and specified in the solicitation and amendment and principles are principles of the following methods:  (a) By completing terms is and 15, and returning one (1) copy of the amendments and september of the conditions of the following methods:  (a) By completing terms is and 15, and returning one (1) copy of the amendments of cold the amendment and principles are principled to the following recept of the semended as preference to the solicitation and amendment and principles are principled to the following recept of the following amendment and semendment and principles of the solicitation and this amendment of the following principles are principled as a following amendment and return No copies to the isauring office.  12. ACCOUNTING AND APPROPRIATION DATA (if required)  13. THIS CHANGE ORDER IN ISSUED PURSUANT TO "(Specify outnointy) THE CHANGES SET FORTH IN ITEM 14. ARE MADE IN THE COUN	5	See block 16C		N/A	Programme of the Control
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11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS  The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers (IS OR IS NOT) extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:  (a) By completing Items 8 and 15, and returning one (1) copy of the amendment.  (b) By a schookledging receipt of this amendment on each copy of the offer submitted; or (c) By apparate before or bisegram which incides a reference to the solicitation and amendment numbers. FAILURE OF YOUR (c) By a part of the property of the pr		•		10B. DATED (SEE IT	EM 13)
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		20.4/		<del></del>	NDARD FORM 30 (DES)/

### SECTION B SUPPLIES OR SERVICES AND PRICES/COSTS

"B.5 CONTRACTING FUNDING (NASA 1852.232-81) (JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, and excluding special ARRA funding specified in (c) below, the total amount allotted by the Government to this contract is: (to be specified in the individual Center's Task Order). This allotment is for performance of all items listed in Clause B.2 Scope of Work, excluding Task Order NNJ10JB11T, CLIN 013, and covers the following estimated period of performance (To be specified in the individual Center's Task Order).

(b) An additional amount of (To be specified in the individual Center's Task Order) is obligated under this contract for payment of fee, excluding special

ARRA funding specified in (c) below.

i. An additional amount of \$768,530.00 of ARRA funding is obligated under a separate Task Order under this contract specifically for the payment of cost, exclusive of fee, for performance of the ARRA funded effort, identified as Task Order NNJ10JB11T, CLIN 013. This allotment is for performance of Task Order NNJ10JB11T, CLIN 013. Requirements cover the following estimated period of performance through November 30, 2010.

ii. An additional amount of \$20,747.00 for Task Order NNJ10JB11T, CLIN

0013 is obligated under this contract for payment of fee.

(d) The JSC Basic funding is Task Order NNJ09JG99T, CLIN 012; the JSC Recovery Act funding is Task Order NNJ10JB11T, CLIN 013."

AMENDMENT OF SOLI		ATION OF	1. CONTRACT I D CODE	PAGE OF PAGES
CC	NTRACT			1 11
2. AMENDMENT/MOD NO.	3. EFFECTIVE DATE	4. REQUISITION/P	PURCHASE REQ. NO.	5. PROJECT NO
6	See block 16C		N/A	
NASA Johnson Space Center CODE		7. ADMINISTERED E	SY CODE	
Institutional Procurement Office Attn: Nancy Robb/BJ4 Houston, TX 77058-2921		The state of the s		and defendence of the second s
8. NAME AND ADDRESS OF CONTRAC	CTOR (No. Street, County, S	state and ZIP Code)	(9) 9A. AMENDMENT O	F SOLICITATION
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D. OTHER (Specify type of modification a	and authority)			
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14. DESCRIPTION OF AMENDMENT/MC	DDIFICATION (Organized by	UCF section heading	s, including solicitation/con	tract subject
matter where feasible.) The purpose of this modification is Attachment J-1, Clause G.4 "Subm Facilities," as follows:				
Except as provided herein, all terms and counchanged and in full force and effect.	onditions of the document re	eferenced in Item 9A or	10A, as heretofore change	ed, remains
15A. NĂME AND TITLE OF SIGNER $(Ty)$			E OF CONTRACTING OF Contracting Officer	FICER
15B. CONTRACTOR/OFFEROR		16B. UNITED STATES	OF AMERICA 160	DATE SIGNED
(Signature of person authorized to sign)	30-10	(Signatore Of Cor	<del>-</del>	NDARD FORM 30 (REV.
NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE	30-31			10-83) ES 80 by GSA FAR (48 GFR)

SF30 cont'd Contract NNJ09JE44C Modification 6 Page 2 of 3

A. Clause G.4 "Submission of Vouchers For Payment NFS 1852.216-87 (MAR 1998)," paragraph (d), last sentence is changed to read, as shown below:

"The designated billing office for fee vouchers for purposes of the Prompt Payment clause of this contract is the NASA Shared Services Center, Financial Management Division – Accounts Payable, Bldg. 1111, C. Road, Stennis Space Center, MS 39529."

A change page, G-6, is provided.

B. Clause H.7 "Key Personnel and Facilities (NFS 1852.235-71) (MAR 1989)" is revised to show Jon Turnipseed as the Safety and Health Officer at DFRC, replacing Carroll Garrison.

A change page, H-6 is provided.

C. Attachment J-1 Data Requirements List, block no. 8 "Distribution", is revised for the following line item no.'s for the Dryden Flight Research Center (DFRC), as shown below:

Line Item 3, Contractor's Operations Manual—Code A, Mailstop 1422, and Code O, Mailstop 2802 (2 copies)

Line Item 4, Environmental Health Program Plan—Code A, Mailstop 1422,
Code S, Mailstop 2128,
Code SH Mailstop 4850B,
Code O, Mailstop 2802, and
Code OM, Mailstop 1734

Line Item 6, SA-1-16 Lessons Learned Program Plan & Lessons Learned—Code A, Mailstop 1422, Code S, Mailstop 2128, and Code O, Mailstop 2802

Line Item 7, Monthly Progress Reports— Code A, Mailstop 1422, and Code O, Mailstop 2802

Line Item 8, NASA Contractor Financial Management Data—Code A, Mailstop 1422 (2 copies), Code O, Mailstop 2802, and Code CF, Mailstop 1013

Line Item 9, Notification of Potential Labor Dispute & Contingency Strike Plan—Code A, Mailstop 1422 (2 copies), and Code O, Mailstop 2802

Line Item 11, Roster of Contract Personnel— Code A, Mailstop 1422, and Code O, Mailstop 2802

SF30 cont'd Contract NNJ09JE44C Modification 6 Page 3 of 3

Line Item 13, Safety and Health Plan, DFRC—Code A, Mailstop 1422, Code S, Mailstop 2128, Code SH Mailstop 4850B, and Code O, Mailstop 2802

Line Item 14, Safety and Health Program Self Evaluation—Code A, Mailstop 1422, Code S, Mailstop 2128, Code SH Mailstop 4850B, and Code O, Mailstop 2802

Line Item 15, SA-1-14 Monthly Safety and Health Metrics—Code A, Mailstop 1422, Code SH Mailstop 4850B, and Code O, Mailstop 2802

Line Item 17, Small Business Subcontracting Plan and Reports—Code A, Mailstop 1422 (2 copies), and Code O, Mailstop 2802

Line Item 18, Training, Qualification & Certification Program Work Instruction—Code A, Mailstop 1422, Code SH Mailstop 4850B, and Code O, Mailstop 2802

Line Item 19, Wage/Salary & Fringe Benefit Data— Code A, Mailstop 1422, and Code O, Mailstop 2802

Change pages J-1-3 - J-1-7 are provided.

In the event there is a conflict between the Data Requirements Description (DRD's) and the above, the above and the DRL change pages take precedent. (For example, DRD DRL Line Item No. 8, paragraph 11 "Distribution.")

D. DRD DRL Line Item No.'s 9 and 19, delete under distribution "BA2/Connie Pritchard, Contract Labor Relations Officer" and replace with "JSC Labor Relations Officer." Changes pages are not provided.

## SECTION G CONTRACT ADMINISTRATION DATA

- (ii) Copy 2 Auditor;
- (iii) Copy 3 Contrator;
- (3) The Contracting Officer may designate other recipients as required.
- (d) Public vouchers for payment of fee shall be prepared similarly to the procedures in paragraphs (b) or (c) of this clause, whichever is applicable, and be forwarded to: For JSC:

NASA Lyndon B. Johnson Space Center Institutional Procurement Office Attn: Nancy Robb/BJ4 Houston, TX 77058-3696

#### For DFRC:

NASA Dryden Flight Research Center Attn: Contracting Officer, Mail Stop 1422 P.O. Box 273 Edwards, CA 93523-0273

#### For LaRC:

NASA Langley Research Center Office of Procurement Attn: Michael T. Stubbs, Mail Stop 126 Hampton, VA 23681-0001

The designated billing office for fee vouchers for purposes of the Prompt Payment clause of this contract is the NASA Shared Services Center, Financial Management Division – Accounts Payable, Bldg. 1111, C. Road, Stennis Space Center, MS 39529."

(e) In the event that amounts are withheld from payment in accordance with provisions of this contract, a separate voucher for the amount withheld will be required before payment for that amount may be made.

(End of clause)

#### G.5 JSC HAZARDOUS MATERIALS USE (JSC 52.223-92) (DEC 1999)

- (a) This clause is JSC-unique, and the requirements are in addition to any U.S. Environmental Protection Agency, U.S. Occupational Safety and Health Administration, or other state or Federal regulation or statute. Therefore, the following requirements do NOT supercede any statutory or regulatory requirements for any entity subject to this clause.
- (b) "Hazardous materials," for the purposes of this clause, consist of the following:
  - (1) Those materials defined as "highly hazardous chemicals" in Occupational Safety and Health Administration Process Safety Management Regulation, 29 Code of Federal Regulation 1010.119, without regard for quantity.
  - (2) Those "extremely hazardous substances" subject to the emergency planning requirements in the Environmental Protection Agency Emergency Planning and Community Right-to-Know Regulation, 40 Code of Federal Regulation 355, Part 355, without regard for quantity.

## SECTION H SPECIAL CONTRACT REQUIREMENTS

- (f) This clause does not affect NASA's responsibilities under the Freedom of Information Act.
- (g) The Contractor shall insert this clause, including this paragraph (g), suitably modified to reflect the relationship of the parties, in all subcontracts that may require the furnishing of sensitive information.

(End of clause)

#### H.7 KEY PERSONNEL AND FACILITIES (NFS 1852.235-71) (MAR 1989)

- (a) The personnel and/or facilities listed below (or specified in the contract Schedule) are considered essential to the work being performed under this contract. Before removing, replacing, or diverting any of the listed or specified personnel or facilities, the Contractor shall (1) notify the Contracting Officer reasonably in advance and (2) submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.
- (b) The Contractor shall make no diversion without the Contracting Officer's written consent; provided, that the Contracting Officer may ratify in writing the proposed change, and that ratification shall constitute the Contracting Officer's consent required by this clause.
- (c) The list of personnel and/or facilities (shown below or as specified in the contract Schedule) may, with the consent of the contracting parties, be amended from time to time during the course of the contract to add or delete personnel and/or facilities.

	JSC	DFRC	LaRC
Position/Functional Area	Personnel	Personnel	Personnel
General Manager	Robert Payne	N/A	N/A
Engineering Manager	Michael Edmonds	N/A	N/A
Logistics Manager	Michael Barnes	N/A	N/A
Maintenance Manager	Patrick Bousley	N/A	N/A
Quality Control Manager	James Anderson	N/A	N/A
Safety and Health Officer	Carroll Garrison	Jon Tunipseed	N/A
DFRC Site Manager	N/A	Kenneth McDonald	N/A
LaRC Site Manager	N/A	N/A	Mark Hinton

(End of clause)

#### H. 8 CONTRACTOR EMPLOYEE TRAINING

All training required by the Statement of Work, Section C-11, when approved by NASA, shall be considered allowable under this contract.

(End of clause)

#### H.9 PHASE-IN/PHASE-OUT PLAN

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ursuant to Clause F.3 "Option to Exte	nd the Period of Perior	mance," the Govern	ment hereby exerc	ises Opti	on I in t	ne (com
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#### SECTION B

#### SUPPLIES OR SERVICES AND PRICES/COSTS

#### B.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

- 1. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) -
  - No FAR By-reference clauses in Section B.
- NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) -No NASA By-reference clauses in Section B.

#### **B.2 SCOPE OF WORK**

The Contractor shall provide all personnel, materials, and facilities (except as otherwise provided in the contract) necessary to perform those functions set forth in section C, Statement of Work (SOW), at the Johnson Space Center (JSC) and other locations as specified in the SOW.

(End of clause)

B.3 ESTIMATED COST AND AWARD FEE (NASA 1852.216-85) (SEP 1993)

The estimated cost of this contract is (b) (4) The maximum available award fee, excluding base fee, if any, is (b) (4) The base fee is (b) (4) Total estimated cost, base fee, and maximum award fee are \$102,926,396.

- B.3.1 The estimated cost and maximum available award fee for Johnson Space Center, Dryden Flight Research Center, and Langley Research Center are:
- B.3.1.1 The estimated cost of this contract at the Johnson Space Center is maximum available award fee, excluding base fee, if any, is (b) (4) The base fee is (b) (4) Total estimated cost, base fee, and maximum award fee are \$72,433,779.
- B.3.1.2 The estimated cost of this contract at Dryden Flight Research Center is

  The maximum available award fee, excluding base fee, if any, is

  (b) (4)

  The base fee is

  (b) (4)

  Total estimated cost, base fee, and maximum award fee are \$28,108,207.
- B.3.1.3 The estimated cost of this contract at Langley Research Center is (a) (b) (4) The maximum available award fee, excluding base fee, if any, is (b) (4) The base fee is \$ (b) (4) Total estimated cost, base fee, and maximum award fee are \$2,384,409.

(End of clause)

#### **B.4 FUNDING**

Funds shall be provided for JSC in B.5 below. For DFRC and LaRC, Delivery Orders with funding shall be issued by the Administrative Contracting Officer for that Center. Funds shall be allotted by the Delivery Order and subsequent modifications, if required. The "Limitation of Funds" clause applies individually to each Center.

## SECTION F DELIVERIES OR PERFORMANCE

### F.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

- FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) -52.242-15 STOP WORK ORDER (AUG 1989)-ALTERNATE I (APR 1984)
- II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) -No NASA By-reference clauses in Section F.

### F.2 PERIOD OF PERFORMANCE

The period of performance of this contract shall be September 1, 2009 through February 28, 2011.

(End of clause)

### F.3 OPTION TO EXTEND PERIOD OF PERFORMANCE

The Government may require the contractor to continue to perform services under this contract. The Contracting Officer may exercise this option(s) by issuance of a unilateral contract modification 30 days or more before the completion date set forth in Section F.2. Should the option be exercised, the resultant contract will include all terms and conditions of the basic contract as it exists immediately prior to the exercise of the option except for the following changes:

#### Option 1:

- B.3 entitled "ESTIMATED COST AND AWARD FEE" will be modified to reflect the addition of (b) (4) to the estimated cost and \$ (b) (4) to the maximum available award fee.
- B.3.1.1 will be modified to reflect the addition of (b) (4) to the estimated cost and \$ (b) (4) to the maximum available award fee.
- B.3.1.2 will be modified to reflect the addition of \$ (b) (4) to the estimated cost and \$ (b) (4) to the maximum available award fee.
- B.3.1.3 will be modified to reflect the addition of \$\( (b) (4) \) to the estimated cost and \$\( (b) (4) \) to the maximum available award fee.
- F.2 entitled "PERIOD OF PERFORMANCE" will be modified to state:

# SECTION H SPECIAL CONTRACT REQUIREMENTS

## H.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

No FAR By-reference clauses in Section H.

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)

1852.208-81 1852.223-76	RESTRICTIONS ON PRINTING AND DUPLICATING (NOV 2004) FEDERAL AUTOMOTIVE STATISTICAL TOOL REPORTING (JUL
1852.225-70	2003) EXPORT LICENSES (FEB 2000) ALTERNATE I (FEB 2000) (Insert JSC, DFRC, LaRC)
1852.228-71 1852.228-72	AIRCRAFT FLIGHT RISKS (DEC 1988) CROSS-WAIVER OF LIABILITY FOR SPACE SHUTTLE SERVICES
1852.228-76	(SEP 1993) CROSS-WAIVER OF LIABILITY FOR SPACE STATION ACTIVITIES
1852.246-70	(DEC 1994) MISSION CRITICAL SPACE SYSTEM PERSONNEL RELIABILITY PROGRAM (MAR 1997)
1852.247-71	PROTECTION OF THE FLORIDA MANATEE (MAR 1989)

# H.2 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

This contract incorporates Section K, Representations, Certifications, and Other Statements of Offerors, as set forth in the Contractor's proposal NNJ0408247027R, dated 22 June 09, by reference, with the same force and effect as if it were given in full text.

(End of clause)

### H.3 LEVEL-OF-EFFORT (COST)

- (a) During the term of the contract, the Contractor is obligated to provide not less than 90% nor more than 110% of (b) (4) total direct labor hours.
- (b) "Direct labor hours" are those productive hours expended by Contractor personnel, including subcontracted personnel, in performing work requirements described in the Statement of Work or elsewhere in this contract that are charged as direct labor under the Contractor's established accounting policy and procedures.
- (c) Once the maximum number of direct labor hours is reached or the contract term has ended, the Contractor's requirements under the contract are fulfilled, even though the specified work may not have been completed. The Contractor is not authorized to exceed the maximum of the direct labor hours specified in paragraph (a) unless a bilateral contract modification is executed. Any estimated cost and fee(s) adjustments for any additional direct labor hours shall be based solely upon the quantity of additional hours being added to the maximum number of direct labor hours specified in this clause.
  - (d) The fee, if any, is based upon the furnishing of at least the specified minimum number of direct labor hours, including subcontract hours. If the Contractor provides less than that specified minimum number of hours prior to expiration of the contract term, and the Government has not invoked its rights under the

### SECTION H SPECIAL CONTRACT REQUIREMENTS

Termination clause of this contract to adjust the contract for such reduced effort, the Contracting Officer may unilaterally make an equitable downward adjustment to the contract fee. The downward adjustment in fee will be based upon the difference between the minimum direct labor hours specified under this clause and the amount of direct labor hours provided by the Contractor. Prior to making such an adjustment, the Contracting Officer will request the Contractor provide a written discussion of any extenuating circumstances (e.g., productivity improvements or reductions in contract scope) which contributed to the underrun. Any information provided by the Contractor will be considered by the Contracting Officer in determining the amount of the downward adjustment in fee.

H.3.1 Johnson Space Center

The number of hours specified in (a)(1) above is revised to read as follows:

- (a) (1) During the term of the contract, the Contractor is obligated to provide not less than 90% nor more than 110% of (b) (4) total direct labor hours.
- H.3.2 Dryden Flight Research Center

The number of hours specified in (a)(1) above is revised to read as follows:

- (a) (1) During the term of the contract, the Contractor is obligated to provide not less than 90% nor more than 110% of (b) (4) total direct labor hours.
- H.3.3 Langley Research Center

The number of hours specified in (a)(1) above is revised to read as follows:

(a) (1) During the term of the contract, the Contractor is obligated to provide not less than 90% nor more than 110% of (b) (4) total direct labor hours.

(End of clause)

H.4 SMALL BUSINESS SUBCONTRACTING GOALS (JSC 52.219-90) (OCT 2006) (Applies to JSC, DFRC, and LaRC)

For purposes of this clause, the terms, "HUBZone Small Business Concern," "Small Disadvantaged Business Concern," "Service-Disabled, Veteran-Owned Small Business Concern, "Veteran-Owned Small Business Concern," "Women-Owned Small Business Concern," and "Historically Black College or University (HBCU)" are defined in paragraph 2.101 of the Federal Acquisition Regulation.

The total small business goal, expressed as a percent of total contract value including options, is 20 percent. The small business percentage goal, includes the following goals expressed as a percent of total contract value:

Small Business

20 percent

Small Disadvantaged Business Concerns

3 percent

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NSN 7540-01-162-8070 PREVIOUS EDITION UNUSABLE 30-105 JSC MS Word (Aug 95) (Signature of Contracting Officer)

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 63:243

OMB Approval No. 2700-0042 AMENDMENT OF SOLICITATION/ 1. CONTRACT ID CODE PAGE OF PAGES MODIFICATION OF CONTRACT 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable) AMENDMENT/MODIFICATION NO 02/08/2010 Û N/A 6. ISSUED BY 7. ADMINISTERED BY (If other than Item 6) CODE CODE NASA Lyndon B. Johnson Space Center Institutional Procurement Office Attn: BJ4/Nancy Robb Houston, TX 77058-3696 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code) CSC Applied Technologies, LLC 6500 West Freeway, Suite 600 Ft. Worth, Texas 76116 FACILITY CODE CODE 9B. DATED (SEE ITEM 11) (x) 9A. AMENDMENT OF SOLICITATION NO 10A. MODIFICATION OF CONTRACT/ORDER NO. 108. DATED (SEE ITEM 13) Х NNJ09JE44C 8/25/09 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS The above numbered solicitation is amended as set forth in Item 14. The hour and data specified for receipt of Offers is extended is not extended Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment. (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified. 12. ACCOUNTING AND APPROPRIATION DATA (If required) 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE (x) CONTRACT ORDER NO. IN ITEM 10A 8. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paving office, appropriation date, etc.) set forth in Item 14, PURSUANT TO THE AUTHORITY OF FAR 43, 103(b) & Limitation of Funds 52, 232, 22 (APR 1984) as modified by NFS 1832, 232-81 G. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: d. OTHER (Specify type of modification and authority) X Mutual Agreement of the Parties E. IMPORTANT: Contractor is ent. X is required to sign this document and return copies to the issuing office. 14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where leasible.)
The purpose of this modification is to revise Clause F.3 OPTION TO EXTEND PERIOD OF PERFORMANCE as follows: Line 3: Change "20 Option 1 only" to "February 19, 2010 for Option 1 only". Except as provided herein, all terms and conditions of the document referenced in Hem 9A or 10A, as heretofore changed, remains unchanged and in full force and effect 15A. NAME AND TITLE OF SIGNER (Type or print) 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Alice Jean Pursell, Contracting Officer Heidi Ruby, Contracts Manager 15B. ONTRACTOR/OFFEROR 15C. DATE SIGNED 166. UNITED STATES OF AMERICA 16C. DATE SIGNED 02/09/2010

NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE

(Signature of person authorized to sign)

30-105 JSC MS Word (Aug 95) (Signature of Contracting Officer)

STANDARD FORM 30 (Rev. 10-83) Prescribed by GSA FAR (48 CFR) 53.243

AMENDMENT OF SOLI	CITATION/MODIFIC	CATION OF	1. CONTRACT I D CODE	PAGE OF PAGES
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6. ISSUED BY NASA Johnson Space Center		7. ADMINISTERED	BY CODE	
Institutional Procurement Office		***************************************		<u> </u>
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Fort Worth, TX 76116		7		,
			(10) 10A. MOD. OF CONT	RACT/ORDER No
			NNNJ09	JE44C
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IMPORTANT: Contractor I	S NOT required to sign thi	s document and return	copies to the issuing office	•
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005-2512 Rev. No. 11, and 2005-2	2048 Rev. No. 10.	05-20 <del>11</del> RCV, IVO, 1	.u, 2005-2544 Rev. No	. 10,
except as provided herein, all terms and co nchanged and in full force and effect.	nditions of the document i	eferenced in Item 9A or	10A, as heretofore change	d, remains
5A. NAME AND TITLE OF SIGNER (Type	e or print)	16A. NAME AND TITLE	OF CONTRACTING OFFI	CER
		Alice Jean Pursell, (		oen
5B. CONTRACTOR/OFFEROR		16B. UNITED STATES		DATE SIGNED
(Signature of person authorized to sign)		alice hand	Turoll 3	4/10
		(Signature Of Cont.		APD EDDY OF
SN 7540-01-152-8070 REVIOUS EDITION UNUSABLE	2011		S: ANE	DARD FORM 30 (REV. 10-83) ES by GSA FAR (46 CFR

CBA WD Page 1 of 1

REGISTER OF WAGE DETERMINATION UNDER | U.S. DEPARTMENT OF LABOR of Labor

THE SERVICE CONTRACT ACT

EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary

WAGE AND HOUR DIVISION WASHINGTON D.C. 20210

Wage Determination No.: CBA-2005-3365
William W.Gross Division of Revision No.: 2
Director Wage Determinations Date Of Last Revision: 2/1/2010

State: California

Area: Kern

Employed on NASA Johnson Space Center contract for Aircraft Maintenance and Modification Program.

Collective Bargaining Agreement between contractor: CSC Applied Technologies, LLC, and union: International Association of Machinists and Aerospace Workers, D Local 727P, effective 4/8/2008 through 4/7/2011.

In accordance with Section 2(a) and 4(c) of the Service Contract Act, as amended, employees employed by the contractor(s) in performing services covered by the Collective Bargaining Agreement(s) are to be paid wage rates and fringe benefits set forth in the current collective bargaining agreement and modified extension agreement(s).

WD 05-2044 (Rev.-10) was first posted on www.wdol.gov on 06/02/2009

REGISTER OF WAGE DETERMINATIONS UNDER U.S. DEPARTMENT OF LABOR

THE SERVICE CONTRACT ACT EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Shirley F. Ebbesen Division of Revision No.: 2005-2044
Director Wage Determinations Date Of Revision: 05/26/2009

State: California

Area: California County of Kern

**Fringe Benefits Required Follow the Occupational Listing**	
OCCUPATION CODE - TITLE FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations	*****
01011 - Accounting Clerk I	14.60
01012 - Accounting Clerk II	16.38
01013 - Accounting Clerk III	18.50
01020 - Administrative Assistant	21.14
01040 - Court Reporter	24.94
01051 - Data Entry Operator I	12.59
01052 - Data Entry Operator II	14.48
01060 - Dispatcher, Motor Vehicle	16.29
01070 - Document Preparation Clerk	13.41
01090 - Duplicating Machine Operator	13.41
01111 - General Clerk I	12,41
01112 - General Clerk II	14.83
01113 - General Clerk III	16.65
01120 - Housing Referral Assistant	19,17
01141 - Messenger Courier	10.49
01191 - Order Clerk I	12.81
01192 - Order Clerk II	13.96
01261 - Personnel Assistant (Employment) I	14.76
91262 - Personnel Assistant (Employment) II	17.56
01263 - Personnel Assistant (Employment) III	18.77
91270 - Production Control Clerk	22.23
91280 - Receptionist	10.65
01290 - Rental Clerk	12.27
01300 - Scheduler, Maintenance	15.46
01311 - Secretary I	15.46
01312 - Secretary II	17.46
01313 - Secretary III	19.28
01320 - Service Crder Dispatcher	15.44
01410 - Supply Technician	21.14
01420 - Survey Worker	16.34
01531 - Travel Clerk I	12.25
01532 - Travel Clerk II	12.89
01533 ~ Travel Clerk III	13.97
01611 - Word Processor I	14.72
01612 - Word Processor II	16.51
01613 - Word Processor III	18.47
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	17.53
05010 - Automotive Electrician	18.24
05040 - Automotive Glass Installer	17.52
05070 - Automotive Worker	17.52
05110 - Mobile Equipment Servicer	15.83
05130 - Motor Equipment Metal Mechanic	18.99
05160 - Motor Equipment Metal Worker	17.52
05190 - Motor Vehicle Mechanic	18.99
05220 - Motor Vehicle Mechanic Helper	14.66
05250 - Motor Vehicle Upholstery Worker	17.00

05280 - Motor Vehicle Wrecker	17.52
05310 - Painter, Automotive	18.23
05340 - Radiator Repair Specialist	17.52
05370 - Tire Repairer	13.87
05400 - Transmission Repair Specialist	18,99
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.65
07041 - Cook I	13.10
07042 - Cook II	14.90
97070 - Dishwasher	9.15
07130 - Food Service Worker	9.28
07210 ~ Meat Cutter	13.81
07260 ~ Waiter/Waitress	8.97
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	16.54
09040 - Furniture Handler	12.87
09080 - Furniture Refinisher	16.54
09090 - Furniture Refinisher Helper	13.30
09110 - Furniture Repairer, Minor	15.21
09130 - Upholsterer	16.54
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.70
11060 - Elevator Operator	11.49
11090 - Gardener	12.33
11122 - Housekeeping Aide	11.49
11150 - Janitor	11.57
11210 - Laborer, Grounds Maintenance	11.82
11240 - Maid or Houseman	8.57
11260 - Pruner	10.79
11270 - Tractor Operator	14.02
11330 - Trail Maintenance Worker	11.82
11360 - Window Cleaner	11,93
12000 - Health Occupations	22.600
12010 - Ambulance Driver	18.87
12011 - Breath Alcohol Technician	17.45
12012 - Certified Occupational Therapist Assistant	24.33
12015 - Certified Physical Therapist Assistant	24.87
12020 - Dental Assistant	14.86
12025 - Dental Hygienist	41.51
12030 - EKG Technician	26.51
12035 - Electroneurodiagnostic Technologist	26.51
12040 - Emergency Medical Technician	18.87
12071 - Licensed Practical Nurse I	15.84
12072 - Licensed Practical Nurse II	17.76
12073 - Licensed Practical Nurse III	19.78
12100 - Medical Assistant	14.04
12130 - Medical Laboratory Technician	14.37
12160 - Medical Record Clerk	12.84
12190 - Medical Record Technician	14.36
12195 - Medical Transcriptionist	15.95
12210 - Nuclear Medicine Technologist	38.97
12221 - Nursing Assistant I	9.33
12222 - Nursing Assistant II	10.49
12223 - Nursing Assistant III	11.44
12224 - Nursing Assistant IV	12.84
12235 - Optical Dispenser	14.73
12236 - Optical Technician	15.84
12250 - Pharmacy Technician	16.58
12280 - Phlebotomist	15.00
12305 - Radiologic Technologist	25.81
12311 - Registered Nurse I	23.27
12312 - Registered Nurse II	28.47
12313 - Registered Nurse II, Specialist	28.47
12314 - Registered Nurse III	34.47
12315 - Registered Nurse III, Anesthetist	34.47
12316 - Registered Nurse IV	41.29
12317 - Scheduler (Drug and Alcohol Testing)	20.81
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13000 - Information And Arts Occupations		
13011 - Exhibits Specialist I		20,02
13012 - Exhibits Specialist II		24.81
13013 - Exhibits Specialist III		30.34
13041 - Illustrator I		20.02
13042 - Illustrator II		24.81
13043 - Illustrator III		30.34
13047 - Librarian		27.51
13050 - Library Aide/Clerk		14.08
13054 - Library Information Technology Systems Administrator		24.81
Administrator 13058 - Library Technician		
13061 - Media Specialist I		17.70
13062 - Media Specialist II		17.91
13063 - Media Specialist III		20.02
13071 - Photographer I		22.33
13072 - Photographer II		16.89
13073 - Photographer III		20.14
13074 - Photographer IV		24.43
13075 - Photographer V		28.63
13110 - Video Teleconference Technician		34.64
14000 - Information Technology Occupations		16.48
14041 - Computer Operator I		
14042 - Computer Operator II		16.23
14043 - Computer Operator III		18.74
14044 - Computer Operator IV		20.89
14045 - Computer Operator V		23.23
14071 - Computer Programmer I	(000 3)	25.71
14072 - Computer Programmer II	(see 1)	27.62
14073 - Computer Programmer III	(see 1) (see 1)	
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator	(500 1)	177 4.5
14160 - Personal Computer Support Technician		17.44
15000 - Instructional Occupations		25.27
15010 - Aircrew Training Devices Instructor (Non-Ro	ated)	30.32
15020 - Aircrew Training Devices Instructor (Rated	1	36.71
15030 - Air Crew Training Devices Instructor (Pilo	F )	40.44
15050 - Computer Based Training Specialist / Instru	uctor	26.35
15060 - Educational Technologist		26.61
15070 - Flight Instructor (Pilot)		40.44
15080 - Graphic Artist		19.07
15090 - Technical Instructor		18.61
15095 - Technical Instructor/Course Developer		22.06
15110 - Test Proctor		16.40
15120 - Tutor		16,40
16000 - Laundry, Dry-Cleaning, Pressing And Related (	Occupations	10,40
16010 - Assembler		9.02
16030 - Counter Attendant		9.02
16040 - Dry Cleaner		10.82
16070 - Finisher, Flatwork, Machine		9.02
16090 - Presser, Hand		9.02
16110 - Presser, Machine, Drycleaning		9.02
16110 - Presser, Machine, Drycleaning 16130 - Presser, Machine, Shirts		9.02 9.02
16130 - Presser, Machine, Shirts 16160 - Presser, Machine, Wearing Apparel, Laundry		9.02
16110 - Presser, Machine, Drycleaning 16130 - Presser, Machine, Shirts 16160 - Presser, Machine, Wearing Apparel, Laundry 16190 - Sewing Machine Operator		9.02 9.02
16130 - Presser, Machine, Shirts 16160 - Presser, Machine, Wearing Apparel, Laundry 16190 - Sewing Machine Operator 16220 - Tailor		9.02 9.02 11.43
16130 - Presser, Machine, Shirts 16160 - Presser, Machine, Wearing Apparel, Laundry 16190 - Sewing Machine Operator 16220 - Tailor 16250 - Washer, Machine		9.02 9.02 11.43 12.05
16130 - Presser, Machine, Shirts 16160 - Presser, Machine, Wearing Apparel, Laundry 16190 - Sewing Machine Operator 16220 - Tailor 16250 - Washer, Machine 19000 - Machine Tool Operation And Repair Occupations		9.02 9.02 11.43
16130 - Presser, Machine, Shirts 16160 - Presser, Machine, Wearing Apparel, Laundry 16190 - Sewing Machine Operator 16220 - Tailor 16250 - Washer, Machine 19000 - Machine Tool Operation And Repair Occupations 19010 - Machine-Tool Operator (Tool Room)		9.02 9.02 11.43 12.05 9.60
16130 - Presser, Machine, Shirts 16160 - Presser, Machine, Wearing Apparel, Laundry 16190 - Sewing Machine Operator 16220 - Tailor 16250 - Washer, Machine 19000 - Machine Tool Operation And Repair Occupations 19010 - Machine-Tool Operator (Tool Room) 19040 - Tool And Die Maker		9.02 9.02 11.43 12.05 9.60
16130 - Presser, Machine, Shirts 16160 - Presser, Machine, Wearing Apparel, Laundry 16190 - Sewing Machine Operator 16220 - Tailor 16250 - Washer, Machine 19000 - Machine Tool Operation And Repair Occupations 19010 - Machine-Tool Operator (Tool Room) 19040 - Tool And Die Maker 21000 - Materials Handling And Packing Occupations		9.02 9.02 11.43 12.05 9.60
16130 - Presser, Machine, Shirts 16160 - Presser, Machine, Wearing Apparel, Laundry 16190 - Sewing Machine Operator 16220 - Tailor 16250 - Washer, Machine 19000 - Machine Tool Operation And Repair Occupations 19010 - Machine-Tool Operator (Tool Room) 19040 - Tool And Die Maker 21000 - Materials Handling And Packing Occupations 21020 - Forklift Operator		9.02 9.02 11.43 12.05 9.60 21.51 26.44
16130 - Presser, Machine, Shirts 16160 - Presser, Machine, Wearing Apparel, Laundry 16190 - Sewing Machine Operator 16220 - Tailor 16250 - Washer, Machine 19000 - Machine Tool Operation And Repair Occupations 19010 - Machine-Tool Operator (Tool Room) 19040 - Tool And Die Maker 21000 - Materials Handling And Packing Occupations 21020 - Forklift Operator 21030 - Material Coordinator		9.02 9.02 11.43 12.05 9.60 21.51 26.44
16130 - Presser, Machine, Shirts 16160 - Presser, Machine, Wearing Apparel, Laundry 16190 - Sewing Machine Operator 16220 - Tailor 16250 - Washer, Machine 19000 - Machine Tool Operation And Repair Occupations 19010 - Machine-Tool Operator (Tool Room) 19040 - Tool And Die Maker 21000 - Materials Handling And Packing Occupations 21020 - Forklift Operator		9.02 9.02 11.43 12.05 9.60 21.51 26.44

21050 - Material Handling Laborer	10.73
21071 - Order Filler	12,17
21080 - Production Line Worker (Food Processing)	12.32
21110 - Shipping Packer	13.93
21130 - Shipping/Receiving Clerk	13.93
21140 - Store Worker I	10.83
21150 - Stock Clerk	14.21
21210 - Tools And Parts Attendant	12.30
21410 - Warehouse Specialist	12.30
23000 - Mechanics And Maintenance And Repair Occupations	12.30
23010 - Aerospace Structural Welder	07 -9
23021 - Aircraft Mechanic I	27.50
23022 - Aircraft Mechanic II	26.12
23022 - Aircraft Mechanic III	27.50
	28.91
23040 - Aircraft Mechanic Helper	20.59
23050 - Aircraft, Painter	21,75
23060 - Aircraft Servicer	23.57
23080 - Aircraft Worker	24.61
23110 - Appliance Mechanic	20.56
23120 - Bicycle Repairer	15.26
23125 - Cable Splicer	28.52
23130 - Carpenter, Maintenance	20.78
23140 - Carpet Layer	16.93
23160 - Electrician, Maintenance	25.63
23181 - Electronics Technician Maintenance I	24.73
23182 - Electronics Technician Maintenance II	26.22
23183 - Electronics Technician Maintenance III	27.85
23260 - Fabric Worker	19.10
23290 - Fire Alarm System Mechanic	20.94
23310 - Fire Extinguisher Repairer	17.87
23311 - Fuel Distribution System Mechanic	24.52
23312 - Fuel Distribution System Operator	21.23
23370 - General Maintenance Worker	17.48
23380 - Ground Support Equipment Mechanic	26.12
23381 - Ground Support Equipment Servicer	23.57
23382 - Ground Support Equipment Worker	24.61
23391 - Gunsmith I	
23392 - Gunsmith II	17.87
23393 - Gunsmith III	20.31
23410 - Heating, Ventilation And Air-Conditioning	22.77
Mechanic	19.89
23411 - Heating, Ventilation And Air Contditioning	0.0.0.5
Mechanic (Research Facility)	20.96
<b>**</b> *	
23430 - Heavy Equipment Mechanic	19.75
23440 - Heavy Equipment Operator	24.20
23460 - Instrument Mechanic	25.68
23465 - Laboratory/Shelter Mechanic	21.54
23470 - Laborer	11.28
23518 - Locksmith	19.56
23530 - Machinery Maintenance Mechanic	22.36
23550 - Machinist, Maintenance	20.44
23580 - Maintenance Trades Helper	13.30
23591 - Metrology Technician I	25.68
23592 - Metrology Technician II	27.04
23593 - Metrology Technician III	28.42
23640 - Millwright	22.63
23710 - Office Appliance Repairer	21.82
23760 - Painter, Maintenance	19,38
23790 - Pipefitter, Maintenance	21.30
23810 - Plumber, Maintenance	20.45
23820 - Pneudraulic Systems Mechanic	20.43
23850 - Rigger	
23870 - Scale Mechanic	22.77
23890 - Sheet-Metal Worker, Maintenance	20.31
23910 - Small Engine Mechanic	21.10
23931 - Telecommunications Mechanic I	18.62
23932 - Telecommunications Mechanic II	23.11
	25.17

23950 - Telephone Lineman	22.97
23960 - Welder, Combination, Maintenance	21.62
23965 - Well Driller	23.03
23970 - Woodcraft Worker	22.77
23980 - Woodworker	17.87
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.46
24580 - Child Care Center Clerk	10.15
24610 - Chore Aide	13.07
24620 - Family Readiness And Support Services	13.33
Coordinator	
24630 - Homemaker	17.39
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	27.38
25040 - Sewage Plant Operator	20.85
25070 - Stationary Engineer	27.38
25190 - Ventilation Equipment Tender	19.27
25210 - Water Treatment Plant Operator	20.85
27000 - Protective Service Occupations	
27004 - Alarm Monitor	15.75
27007 - Baggage Inspector	10.93
27008 - Corrections Officer	30.67
27010 - Court Security Officer	27.46
27030 - Detection Dog Handler	12.22
27040 - Detention Officer	30.67
27070 - Firefighter	26.42
27101 - Guard I	10.93
27102 - Guard II	12.22
27131 - Police Officer I	29.31
27132 - Police Officer II	32.53
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.24
28042 - Carnival Equipment Repairer	14.27
28043 - Carnival Equpment Worker	8.73
28210 - Gate Attendant/Gate Tender	12.73
28310 - Lifeguard	11.01
28350 - Park Attendant (Aide)	14.24
28510 - Recreation Aide/Health Facility Attendant	10.09
28515 - Recreation Specialist	14.91
28630 - Sports Official	11.34
28690 - Swimming Pool Operator	16.93
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	23.41
29020 - Hatch Tender	23.41
29030 - Line Handler	23.41
29041 - Stevedore I	19.86
29042 - Stevedore II	24.83
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.15
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.24
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	26.69
30021 - Archeological Technician I	18.80
30022 - Archeological Technician II	21.03
30023 - Archeological Technician III	26.03
30030 - Cartographic Technician	29.70
30040 - Civil Engineering Technician	26.11
30061 - Drafter/CAD Operator I	19.91
30062 - Drafter/CAD Operator II	26.44
30063 - Drafter/CAD Operator III	26.80
30064 ~ Drafter/CAD Operator IV	32.98
30081 - Engineering Technician I	16.07
30082 - Engineering Technician II	19.17
30083 - Engineering Technician III	22.27
30084 - Engineering Technician IV	27.24
30085 - Engineering Technician V	33,34
30086 - Engineering Technician VI	38.36
30090 ~ Environmental Technician	22.13

30210 - Laboratory Technician		21.92
30240 - Mathematical Technician		27.58
30361 - Paralegal/Legal Assistant I		19.27
30362 - Paralegal/Legal Assistant II		24.50
30363 - Paralegal/Legal Assistant III		29.97
30364 - Paralegal/Legal Assistant IV		36.24
30390 - Photo-Optics Technician		27.58
30461 - Technical Writer I		28.30
30462 - Technical Writer II		34.61
30463 - Technical Writer III		41.88
30491 - Unexploded Ordnance (UXO) Technician I		22.34
30492 - Unexploded Ordnance (UXO) Technician II		27.03
30493 - Unexploded Ordnance (UXO) Technician III		32.40
30494 - Unexploded (UXO) Safety Escort		22.34
30495 - Unexploded (UXO) Sweep Personnel		22,34
30620 - Weather Observer, Combined Upper Air Or	(see 3)	24.94
Surface Programs		
30621 - Weather Observer, Senior	(see 3)	25.90
31000 - Transportation/Mobile Equipment Operation Occu	pations	
31020 - Bus Aide		10.33
31030 - Bus Driver		15.15
31043 - Driver Courier		12.97
31260 - Parking and Lot Attendant		10.08
31290 - Shuttle Bus Driver		13.90
31310 - Taxi Driver		10.82
31361 - Truckdriver, Light		13.90
31362 - Truckdriver, Medium		17.49
31363 - Truckdriver, Heavy		18.02
31364 - Truckdriver, Tractor-Trailer		18.02
99000 - Miscellaneous Occupations		10.00
99030 - Cashier		10.75
99050 - Desk Clerk		8.83
99095 - Embalmer		23.59 9.15
99251 - Laboratory Animal Caretaker I 99252 - Laboratory Animal Caretaker II		9.70
99310 - Mortician		23.59
99410 - Mortician 99410 - Pest Controller		12.64
99510 - Photofinishing Worker		11.74
99710 - Photorinishing Worker 99710 - Recycling Laborer		18.27
99711 - Recycling Dabblel 99711 - Recycling Specialist		21.39
99730 - Refuse Collector		16.67
99810 - Sales Clerk		11.28
99820 - School Crossing Guard		10.62
99830 - Survey Party Chief		25.71
99831 - Surveying Aide		17.06
99831 - Surveying Aide 99832 - Surveying Technician		23.38
99840 - Vending Machine Attendant		23.38 13.33
99841 - Vending Machine Repairer		16.69
99842 - Vending Machine Repairer Helper		14.35
22040 . Activiting addition uchariter ucriber		1#.30

#### ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$3.35 per hour computed on the basis of all hours worked by service employees employed on the contract.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther Ring Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541. 400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
- (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
- (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
- (4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).
- 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations

on sensitive ordnance, explosives and incendiary materials. All operations

involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordance, explosives, and incendiary material differential pay.

#### \*\* UNIFORM ALLOWANCE \*\*

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at http://www.dol.gov/esa/whd/ or through the Wage Determinations On-Line (WDOL) Web site at http://wdol.gov/.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

#### Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. (See Section 4.6 (C)(vi)) When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

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- B. The Statement of Work, Sections C.3.2, line 3 (page C-16) and C.4.2, lines 4 and 5 (page C-18), are revised from "...SAE AS9100, Quality System-Aerospace Model for Quality Assurance in Design, Development, Production, Installation, and Servicing...." to "...International Organization for Standardization document AS9110, Quality Management System for Aerospace, Requirements for Aircraft Maintenance...."
- C. Section E, Clause E.3 "Higher Level Contract Quality Requirements (FAR 52.246-11), line 3 is revised from "...Q9001-2000, Quality Systems-Model for Quality Assurance in Design, Development, Production, Installation, and Servicing...." to "... AS9110, Quality Management System for Aerospace, Requirements for Aircraft Maintenance...."
- D. Section I, page I-3, clause 52.232-34 is deleted and replaced by clause 52.232-33 "Payment by Electronic Funds Transfer-Central Contractor Registration (OCT 2003)."
- E. Attachment J-2 Appendix 2 is deleted and replaced with the enclosed Attachment J-2 Appendix 2.

Change pages C-16, C-18, E-1, I-3, and J-2-5 are provided.

# AIRCRAFT MAINTENANCE AND MODIFICATION PROGRAM (AMMP) Sections 1-3 STATEMENT OF WORK Sections 1-3 March 2010

## **3 GENERAL REQUIREMENTS**

The Contractor shall meet the requirements for maintenance and operations as directed in NPR 7900.3B, Aircraft Operations Management, NPR 7120.5, NASA Program and Project Management Processes and Requirements, and the Federal Aviation Administration (FAA) Federal Aviation Regulations 14 CFR Part 43. 14 CFR Part 43 shall be the default document for minimum standards for acceptable maintenance practices. The Contractor's responsibilities include but are not limited to:

- (1) Exercise management and operational control and retain full responsibility for performance requirements set forth in this SOW.
- (2) Meet or exceed the metrics outlined in Appendix C, Performance Goals.

### 3.1 Management

The Contractor shall establish management procedures to fulfill the requirements of this SOW. The Contractor also shall be required to interface, as required, with various NASA organizations, other NASA Contractors, and appropriate regulatory bodies.

# 3.2 Quality Management System

The Contractor shall establish and maintain a Quality Management System (QMS) encompassing all services and requirements of this SOW. The Contractor's QMS shall meet or exceed the elements contained in the International Organization for Standardization document AS9110, Quality Management System for Aerospace, Requirements for Aircraft Maintenance. Third party certification of the Contractor QMS is not required. The Contractor's QMS shall be compatible with each NASA Center's unique QMS.

# 3.2.1 Center Unique Differences

The format of the AMMP SOW reflects JSC as the primary customer and each section and subsection describes work that shall be accomplished under this contract.

DFRC center unique requirements are designated by an "A" and LaRC center unique requirement are designated by a "B" prior to the applicable AMMP SOW paragraph number at the end of each section.

Any differences between the AMMP SOW requirements and those at DFRC and LaRC will be specified at the end of each section and the SOW center unique differences will take precedence when identified.

If an AMMP SOW section or subsection is not referenced for DFRC or LaRC, that AMMP SOW section shall apply in its entirety to DFRC or LaRC.

### 3.3 Maintenance Services

Contractor operations shall include preventive and routine maintenance on JSC, DFRC, LaRC, and other NASA aircraft and their respective systems. The Contractor's responsibilities include but are not limited to:

- (1) Remove, disassemble, inspect, repair, overhaul, adjust, test, assemble and reinstall components when required by the aircraft inspection program.
- (2) Perform maintenance to comply with FAA regulations as defined in NPR 7900.3B, Aircraft Operations Management and applicable aircraft technical data.

# **SECTION 4 - QUALITY MANAGEMENT SYSTEM**

# 4 QUALITY MANAGEMENT SYSTEM

## 4.1 Management Responsibility

The Contractor shall define and document its policy for quality, including objectives for quality, and its commitment to quality in accordance with DRL item 4. The quality policy shall be relevant to the organizational goals and the expectations. The Contractor shall ensure that this policy is understood, implemented, and maintained at all levels of the organization.

# 4.2 Quality Management System

The Contractor shall establish, document, implement and maintain a Quality Management System (QMS) encompassing all services and requirements to cover the scope of this contract and continually improve its effectiveness. The Contractor's QMS shall be in compliance of the International Organization for Standardization document AS9110, Quality Management System for Aerospace, Requirements for Aircraft Maintenance. The Contractor shall ensure that personnel have access to QMS documentation and are aware of relevant procedures. Customer and regulatory Authority representatives shall have access to QMS documentation.

The Contractor's QMS shall be compatible with each NASA Center's unique QMS.

# 4.2.1 Quality Management System Planning

The Contractor shall ensure the integrity of the QMS is maintained and conforms to JSC standards and regulatory requirements when changes are implemented. If NASA actions significantly impair the Contractor's ability to meet established criteria, the Contractor may provide written justification for noncompliance to the CO/COTR. The CO/COTR will coordinate a waiver, if required.

### 4.3 Customer Focus

The Contractor shall assist in the development of requirements for controlling the quality and environmental impacts of JSC products and services by identifying, controlling, measuring and improving the processes used to perform assigned work in accordance with <u>JPR 1281.9</u>, <u>Process Control</u>.

## 4.4 Design Control

The Contractor shall be responsible for design control to include cost estimates, implementation plans, and schedules for all modifications and associated tests in accordance with <u>JPR 1281.4</u>, <u>Design and Development</u>. See Section 7, Engineering Activities.

# 4.5 Document and Data Control

## 4.5.1 Document Control

# 4.5.1.1 Process Control Work Instructions

The Contractor shall follow the QMS Work Instructions (WI) provided by NASA located on the QMS Aircraft Operations Master List. The Contractor may request

## SECTION E INSPECTION AND ACCEPTANCE

#### LISTING OF CLAUSES INCORPORATED BY REFERENCE E.1

NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) -

52.246-3 INSPECTION OF SUPPLIES-COST REIMBURSEMENT (MAY 52.246-5 INSPECTION OF SERVICES-COST REIMBURSEMENT (APR

1984)

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) -1852.246-73 HUMAN SPACE FLIGHT ITEM (MAR 1997).

#### E.2 **INSPECTION AND ACCEPTANCE**

Preliminary inspection and acceptance shall be accomplished by the Contracting Officer (or Administrative Contracting Officer) or his/her duly authorized representative at JSC, DFRC, and LaRC or at other locations as dictated by the Statement of Work. Final inspection and acceptance shall be accomplished by the Contracting Officer or his/her duly authorized representative at NASA Lyndon B. Johnson Space Center or at other locations as dictated by the Statement of Work.

(End of clause)

#### HIGHER LEVEL CONTRACT QUALITY REQUIREMENTS (FAR 52.246-11) E.3 (FEB 1999)

The Contractor shall comply with the higher-level quality standard selected below. The Contractor shall have a quality program that complies with the International Organization for Standardization document AS9110, Quality Management System for Aerospace, Requirements for Aircraft Maintenance. Third party registration is not required.

(End of clause)

#### E.4 QUALITY ASSURANCE SURVEILLANCE PLAN

A quality assurance surveillance plan will be developed and implemented by the contracting officer's technical representative (COTR) as part of the contract administration and monitoring activities conducted to assure that the Government receives products and services that conform to the contract requirements. The nature and extent of the quality assurance surveillance contemplated in this plan will be based, on specific content of the contractor's quality management system.

(End of clause)

(END OF SECTION)

## PART II - CONTRACT CLAUSES SECTION I - CONTRACT CLAUSES

E0 000 0	4 P. 4 (1) H. C. P. C. L. C. P. C.
52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS (MAR
E0 000 0	2008)
52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)
52.232-17	INTEREST (OCT 2008)
52.232-18	AVAILABILITY OF FUNDS (APR 1984)
52.232-22	LIMITATION OF FUNDS (APR 1984)
52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986)
52.232-25	PROMPT PAYMENT (OCT 2008) ALTÉRNATE I (FEB 2002)
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER-CENTRAL
	CONTRACTOR REGISTRATION (OCT 2003)
52.232-35	DESIGNATION OF OFFICE FOR GOVERNMENT RECEIPT OF
	ELECTRONIC FUNDS TRANSFER INFORMATION (MAY 1999) (Insert
	- See addresses in Clause G.4)
52.233-1	DISPUTES (JUL 2002) ALTERNATE I (DEC 1991)
52.233-3	PROTEST AFTER AWARD (AUG 1996) ALTERNATE I (JUN 1985)
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND
	VEGETATION (APR 1984)
52.237-3	CONTINUITY OF SERVICES (JAN 1991)
52.239-1	PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)
52.242-3	PENALTIES FOR UNALLOWABLE COSTS (MAY 2001)
52,242-4	CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)
52.242-13	BANKRUPTCY (JUL 1995)
52.243-2	CHANGESCOST-REIMBURSEMENT (AUG 1987) ALTERNATE II
, , , , , , , , , , , , , , , , , , ,	(APR 1984)
52.244-2	
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52.244-5	COMPETITION IN SUBCONTRACTING (DEC 1996)
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 1996)
52.245-1	SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2008)
52.245-9	GOVERNMENT PROPERTY (JUN 2007)
52.246-23	USE AND CHARGES (JUN 2007)
52.246-25	LIMITATION OF LIABILITY (FEB 1997)
52.247-1	LIMITATION OF LIABILITY-SERVICES (FEB 1997)
	COMMERCIAL BILL OF LADING NOTATIONS (FEB 2006)
52.247-63	PREFERENCE FOR U.S. FLAG AIR CARRIERS (JUN 2003)
52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S. FLAG COMMERCIAL
F0.040.4	VESSELS (FEB 2006)
52.248-1	VALUE ENGINEERING (FEB 2000)
52.249-6	TERMINATION (COST-REIMBURSEMENT) (MAY 2004)
52.249-14	EXCUSABLE DELAYS (APR 1984)
52.251-1	GOVERNMENT SUPPLY SOURCES (APR 1984)
52.251-2	INTERAGENCY FLEET MANAGEMENT SYSTEM VEHICLES AND
	RELATED SERVICES (JAN 1991)
52.253-1	COMPUTER GENERATED FORMS (JAN 1991)
	,

# ATTACHMENT J-2

# Appendix 2 AWARD FEE EVALUATION PERIODS AND DISTRIBUTION

Period	Dates	Amount of Total Award Fee Available JSC Task Order NNJ09JG99T	Amount of Total Award Fee Available JSC Task Order NNJ10JB11T	Amount of Total Award Fee Available DFRC	Amount of Total Award Fee Available LaRC
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3	09/01/10- 02/28/11				
OPTION 2	03/01/11- 08/31/11				
5	09/01/11- 02/28/12				·

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# SECTION B (DRAFT) SUPPLIES OR SERVICES AND PRICES/COSTS

#### "B.5 CONTRACT FUNDING (NASA 1852.232-81) (JUN 1990)

- (a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, and excluding special ARRA funding specified in (c) below, the total amount allotted by the Government to this contract is: (to be specified in the individual Center's Task Order). This allotment is for performance of all items listed in Clause B.2 Scope of Work, excluding Task Orders NNJ10JB11T, CLIN 013, NNJ10JD03T, CLIN 014, and covers the following estimated period of performance (To be specified in the individual Center's Task Order).
- (b) An additional amount of (**To be specified in the individual Center's Task Order**) is obligated under this contract for payment of fee, excluding special ARRA funding specified in (c) below.
- (c) i. An additional amount of \$768,530.00 of ARRA funding is obligated under a separate Task Order under this contract specifically for the payment of cost, exclusive of fee, for performance of the ARRA funded effort, identified as Task Order NNJ10JB11T, CLIN 013. This allotment is for performance of Task Order NNJ10JB11T, CLIN 013. Requirements cover the following estimated period of performance through November 30, 2010.
  - ii. An additional amount of \$20,747.00 for *Task Order NNJ10JB11T, CLIN 0013* is obligated under this contract for payment of fee.
  - iii. An additional amount of \$778,700.00 of ARRA funding is obligated under a separate Task Order under this contract specifically for the payment of cost, exclusive of fee, for performance of the ARRA funded effort, identified as Task Order NNJ10JD03T, CLIN 014. This allotment is for performance of Task Order NNJ10JD03T, CLIN 014 Requirements cover the following estimated period of performance through February 28, 2011.
  - iv. An additional amount of \$15.808.00 for *Task Order NNJ10JD03T*, *CLIN 0014* is obligated under this contract for payment of fee.
- (d) The JSC Basic funding is Task Order NNJ09JG99T, CLIN 012; the JSC Recovery Act funding is Task Orders NNJ10JB11T, CLIN 013 and NNJ10JD03T and CLIN 014."

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N/A			Financial Managem	ent
13. THIS ITEM APPLIES ONLY TO MODI	FICATIONS OF CONTRA	CTS/ODDERS IT MOS		
CONTRACT/ORDER NO. AS DESCR	IBED IN ITEM 14.			
A. THIS CHANGE ORDER IS ISSUED P CONTRACT ORDER NO. IN ITEM 10A.	URSUANT TO: (Specify auti	hority) THE CHANGES S	ET FORTH IN ITEM 14 ARE I	MADE IN THE
CONTINCT ONDER NO. IN TIEM TOA.				W. Carlotte
B. THE ABOVE NUMBERED CONTRAC	T/ORDER IS MODIFIED TO	REFLECT THE ADMINIST	TRATIVE CHANGES (such as	changes in naving
office, appropriation date, etc.) SET FOR	TH IN ITEM 14, PURSUANT	TO THE AUTHORITY OF	FAR 43.103(b).	onangoo m paying
C. THIS SUPPLEMENTAL AGREEMENT	LIS ENTERED INTO PURE	ANT TO AUTHODITY OF		
	TO EXTENSED INTO PORGO	ANT TO AUTHORITT OF	:	
D. OTHER (Specify type of modification a	and authority)			
Clause F.5 "Option 1-Flight O				
IMPORTANT: Contractor I	S NOT required to sign th	is document and return	copies to the issuing office	Э.
14. DESCRIPTION OF AMENDMENT/MO	DIFICATION (Organized b	y UCF section heading	s, including solicitation/con	tract subject
natter where feasible.)				***************************************
The purpose of this modification is	to evercice hours and	se alanca E 5 "Ontio	n I . Elimbs Community	
parpose of this modification is	to exercise nodes diffi	a clause r.J. Optio	n 1 - rugin Operations	, as follows:
				e e e e e e e e e e e e e e e e e e e
Except as provided herein, all terms and co unchanged and in full force and effect.	anditions of the document	referenced in Item 9A o	r 10A, as heretofore chang	ed, remains
5A. NAME AND TITLE OF SIGNER (Typ	e or print)	16A. NAME AND TITL	E OF CONTRACTING OFF	ICEB
	Q.Q.		er, Contracting Officer	
5B. CONTRACTOR/OFFEROR	15C, DATE SIGNED	16B-UNITED STATES		DATE SIGNED
(Signature of person authorized to sign)	Application of the second	AMMA C	July 5	714/0
NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE	30-	di Congressia di Con	STAI	VDARD FORM 30 (REV.
HEVIOUS EDITION UNUSABLE			Stra	10-83) ES

9 (J. U.) 52 543 A. This modification exercises 11,671 hours for Option 1 Flight Operations, F.5, as shown below:

(b)(1) 1,936 hours are exercised for the Johnson Space Center (JSC), as shown below:

JSC	09/01/09-	03/01/10-
	02/28/10	02/28/11
Values		
Hours	(b)	(4)
Estimated Cost		
Award Fee		
Total	\$35,281.37	\$200,715.00

(b)(2) 9,735 hours are exercised for the Dryden Flight Research Center (DFRC), as shown below:

Total	\$442,116.20	\$920,920.72
Award Fee		
Estimated Cost	The state of the s	
Hours	(b	) (4)
Values		
DFAC	09/01/09- 02/28/10	03/01/10- 02/28/11

B. Based on the above, the following tables reflect the changes in the contract as a result of the exercise of a portion of F.5(b)(1) and (b)(2):

Table I - Impact of options on the estimated cost and award fee of the contract:

Total Contract	FROM	то	INCREASE
Clause B.3			
Estimated Cost		(b) (4)	
Max. Award Fee			
Total	\$102,926,396.00	\$104,525,429.29	\$1.599.033.29

Johnson Space Center (JSC)	FROM	то	INCREASE
Clause B.3.1.1	and the state of t		
Estimated Cost		(b) (4)	
Max. Award Fee			
Total	\$72,433,779.00	\$72,669,775.37	\$235,996.37

Dryden Flight Research Center (DFRC)	FROM	то	INCREASE
Clause B.3.1.1			**************************************
Estimated Cost		(b) (4)	
Max. Award Fee			
Total	\$28,108,207.00	\$29,471,243.92	\$1,363,036.92

Table II - Balance of available hours on remaining Option 1 - Flight Operations:

		CHICADOLO LICORIE CA CALE L'OSTERONISTES		mong.
		FROM	TO	DECREASE
	Clause F.5, Flight			
200	Operations		(b) (4)	

Table III - Impact on the Level-Of-Effort of the contract:

	FROM	TO	INCREASE
Clause H.3 (Total		(b) (4)	
Contract)	Service Control of the Control of th	(~) (.)	
Clause H.3.1(JSC)	And the state of t		***************************************
Clause H.3.2(DFR)			

Replacement pages, B-1, F-3, H-1, H-2, and J-2-5 reflecting the above, are provided.

#### SECTION B

#### SUPPLIES OR SERVICES AND PRICES/COSTS

#### B.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

- FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) -No FAR By-reference clauses in Section B.
- II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) -No NASA By-reference clauses in Section B.

#### B.2 SCOPE OF WORK

The Contractor shall provide all personnel, materials, and facilities (except as otherwise provided in the contract) necessary to perform those functions set forth in section C, Statement of Work (SOW), at the Johnson Space Center (JSC) and other locations as specified in the SOW.

(End of clause)

B.3 <u>ESTIMATED COST AND AWARD FEE</u> (NASA 1852.216-85) (SEP 1993)

The estimated cost of this contract is (b) (4) The maximum available award fee, excluding base fee, if any, is (b) (4) The base fee is (b) (4) Total estimated cost, base fee, and maximum award fee are \$104,525,429.29.

- B.3.1 The estimated cost and maximum available award fee for Johnson Space Center, Dryden Flight Research Center, and Langley Research Center are:
- B.3.1.1 The estimated cost of this contract at the Johnson Space Center is \_\_\_\_\_(b) (4) The maximum available award fee, excluding base fee, if any, is \_\_\_\_\_(b) (4) The base fee is \$\_\_\_\_\_(b) (4) Total estimated cost, base fee, and maximum award fee are \$72,669,775.37.
- B.3.1.2 The estimated cost of this contract at Dryden Flight Research Center is

  (b) (4) The maximum available award fee, excluding base fee, if any, is

  (b) (4) The base fee is \$ (b) (4) Total estimated cost, base fee, and maximum award fee are \$29,471,243.92.
- B.3.1.3 The estimated cost of this contract at Langley Research Center is (b) (4) The maximum available award fee, excluding base fee, if any, is (b) (4) The base fee is (b) (4) Total estimated cost, base fee, and maximum award fee are \$2,384,409.

(End of clause)

#### B.4 FUNDING

Funds shall be provided for JSC in B.5 below. For DFRC and LaRC, Delivery Orders with funding shall be issued by the Administrative Contracting Officer for that Center. Funds shall be allotted by the Delivery Order and subsequent modifications, if required. The "Limitation of Funds" clause applies individually to each Center.

# SECTION F DELIVERIES OR PERFORMANCE

- (b) (3) If the Government exercises one or more options pursuant to this provision for LaRC, the estimated cost and fee values will be increased as follows:
  - (i) For options exercised during the base period, the estimated cost and award fee will be increased by (b) and (b) respectively, for every hour ordered by the exercise of an option.
  - (ii) For options exercised during F.3 Option 1, the estimated cost and award fee will be increased by (b) (4) and 3 (b) respectively, for every hour ordered by the exercise of an option.
  - (iii) For options exercised during F.3 Option 2, the estimated cost and award fee will be increased by (b) (4) and (b), respectively, for every hour ordered by the exercise of an option.

    (End of clause)

#### F.5 OPTION 1- FLIGHT OPERATIONS (SECTION 11 of the SOW)

The Government may elect to exercise the option for flight operations ranging from 1 to 31,556 direct labor hours during the period of performance. The Contracting Officer may exercise this option by issuance of a unilateral contract modification before the required commencement of work 30 calendar days in advance. The terms and conditions relating the Government's option rights as provided herein are as follows:

- (a) The Government may increase the direct labor hours to be furnished (up to the maximum amount specified) by the exercise of one option, or by the exercise of multiple options, for flight operations, during the period of performance.
- (b) (1) If the Government exercises one or more options pursuant to this provision for JSC, the estimated cost and fee values for every hour ordered by the exercise of an option will be increased as follows:

Flight Values Operations		09/01/09- 02/28/10	03/01/10- 02/28/11	03/01/11- 02/29/12
		Base Period	F.3 Option 1	F.3 Option 2
Pilot	Standard Time (S/T) Estimated Cost		(b) (4)	
	S/T Award Fee			
	S/T Total			
	Overtime (OT) Estimated Cost			
	OT Award Fee			
	OT Total			
Flight Engineers	S/T Estimated Cost			
	S/T Award Fee			
State of the second state	S/T Total			

# SECTION H SPECIAL CONTRACT REQUIREMENTS

#### H.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

No FAR By-reference clauses in Section H.

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)

1852.208-81	RESTRICTIONS ON PRINTING AND DUPLICATING (NOV 2004)
1852.223-76	FEDERAL AUTOMOTIVE STATISTICAL TOOL REPORTING (JUL 2003)
1852.225-70	EXPORT LICENSES (FEB 2000) ALTERNATE I (FEB 2000) (Insert JSC, DFRC, LaRC)
1852.228-71	AIRCRAFT FLIGHT RISKS (DEC 1988)
1852.228-72	CROSS-WAIVER OF LIABILITY FOR SPACE SHUTTLE SERVICES (SEP 1993)
1852.228-76	CROSS-WAIVER OF LIABILITY FOR SPACE STATION ACTIVITIES (DEC 1994)
1852.246-70	MISSION CRITICAL SPACE SYSTEM PERSONNEL RELIABILITY PROGRAM (MAR 1997)
1852.247-71	PROTECTION OF THE FLORIDA MANATEE (MAR 1989)

# H.2 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

This contract incorporates Section K, Representations, Certifications, and Other Statements of Offerors, as set forth in the Contractor's proposal NNJ0408247027R, dated 22 June 09, by reference, with the same force and effect as if it were given in full text.

(End of clause)

#### H.3 LEVEL-OF-EFFORT (COST)

1

- (a) During the term of the contract, the Contractor is obligated to provide not less than 90% nor more than 110% of (b) (4) total direct labor hours.
- (b) "Direct labor hours" are those productive hours expended by Contractor personnel, including subcontracted personnel, in performing work requirements described in the Statement of Work or elsewhere in this contract that are charged as direct labor under the Contractor's established accounting policy and procedures.
- (c) Once the maximum number of direct labor hours is reached or the contract term has ended, the Contractor's requirements under the contract are fulfilled, even though the specified work may not have been completed. The Contractor is not authorized to exceed the maximum of the direct labor hours specified in paragraph (a) unless a bilateral contract modification is executed. Any estimated cost and fee(s) adjustments for any additional direct labor hours shall be based solely upon the quantity of additional hours being added to the maximum number of direct labor hours specified in this clause.
- (d) The fee, if any, is based upon the furnishing of at least the specified minimum number of direct labor hours, including subcontract hours. If the Contractor provides less than that specified minimum number of hours prior to expiration of the contract term, and the Government has not invoked its rights under the

# SECTION H SPECIAL CONTRACT REQUIREMENTS

Termination clause of this contract to adjust the contract for such reduced effort, the Contracting Officer may unilaterally make an equitable downward adjustment to the contract fee. The downward adjustment in fee will be based upon the difference between the minimum direct labor hours specified under this clause and the amount of direct labor hours provided by the Contractor. Prior to making such an adjustment, the Contracting Officer will request the Contractor provide a written discussion of any extenuating circumstances (e.g., productivity improvements or reductions in contract scope) which contributed to the underrun. Any information provided by the Contractor will be considered by the Contracting Officer in determining the amount of the downward adjustment in fee.

#### H.3.1 Johnson Space Center

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The number of hours specified in (a)(1) above is revised to read as follows:

- (a) (1) During the term of the contract, the Contractor is obligated to provide not less than 90% nor more than 110% of (b) (4) total direct labor hours.
- H.3.2 Dryden Flight Research Center

The number of hours specified in (a)(1) above is revised to read as follows:

- (a) (1) During the term of the contract, the Contractor is obligated to provide not less than 90% nor more than 110% of (b) (4) total direct labor hours.
- H.3.3 Langley Research Center

The number of hours specified in (a)(1) above is revised to read as follows:

(a) (1) During the term of the contract, the Contractor is obligated to provide not less than 90% nor more than 110% of (b) (4) total direct labor hours.

(End of clause)

H.4 <u>SMALL BUSINESS SUBCONTRACTING GOALS</u> (JSC 52.219-90) (OCT 2006) (Applies to JSC, DFRC, and LaRC)

For purposes of this clause, the terms, "HUBZone Small Business Concern," "Small Disadvantaged Business Concern," "Service-Disabled, Veteran-Owned Small Business Concern, "Veteran-Owned Small Business Concern," "Women-Owned Small Business Concern," and "Historically Black College or University (HBCU)" are defined in paragraph 2.101 of the Federal Acquisition Regulation.

The total small business goal, expressed as a percent of total contract value including options, is 20 percent.. The small business percentage goal, includes the following goals expressed as a percent of total contract value:

Small Business

20 percent

Small Disadvantaged Business Concerns

3 percent

# ATTACHMENT J-2

# Appendix 2 AWARD FEE EVALUATION PERIODS AND DISTRIBUTION

Period	Dates	Amount of Total Award Fee Available JSC Task Order NNJ09JG99T	Amount of Total Award Fee Available JSC Task Order NNJ10JB11T	Amount of Total Award Fee Available DFRC	Amount of Total Award Fee Available LaRC
BASE					
***	09/01/09- 02/28/10		(b)	(4)	
OPTION 1	03/01/10- 08/31/10				
3	09/01/10- 02/28/11				
OPTION 2	03/01/11- 08/31/11				
5	09/01/11- 02/28/12				

AMENDMENT OF SOLI	CITATION/MODIFIC	ATION OF	1. 0	CONTRACT I D CODE	PAGE C	OF PAGES
CC	NTRACT				1	3
2. AMENDMENT/MOD NO.	3. EFFECTIVE DATE	4. REQUISITION/F	PURC	CHASE REQ. NO.	5. PROJ	JECT NO
14	6/1/10		N/A	<b>.</b>	A A A A A A A A A A A A A A A A A A A	
6. ISSUED BY NASA Johnson Space Center Institutional Procurement Office Attn: Nancy Robb/BJ4		7. ADMINISTERED	BY	CODE		
Houston, TX 77058-2921		-				
8. NAME AND ADDRESS OF CONTRAC CSC Applied Technologies, LLC	TOR (No. Street, County,	State and ZIP Code)	(9)	9A. AMENDMENT O	F SOLICI	TATION
6500 West Freeway, Suite 600				9B. DATED (SEE ITE	786441	
Fort Worth, TX 76116				SO. DATED (SEE ITE	:101 1 1)	
			(10)	10A. MOD. OF CONT		RDER No
CODE	EAGUITY OO			NNJ09J		
1JGQ2	FACILITY CO	DE 1JGQ2	X	10B. DATED <i>(SEE IT</i> 8/25	-	
	THIS ITEM ONLY APPLIES		Een			
The above numbered solicitation is amended	as set forth in Item 14. The ho	our and date specified for	recein	t of Offers (IS OR IS NO	T) extende	id.
Offers must acknowledge receipt of this amen methods:	dment prior to the hour and da	te specified in the solicita	tion o	as amended, by one of	the following	ng
(a) By completing Items 8 and 15, and reti (b) By acknowledging receipt of this amen (c) By separate letter or telegram which in ACKNOWLEDGMENT TO BE RECEIVED SPECIFIED MAY RESULT IN REJECTION change may be made by telegram or letter prior to the opening hour and date specific	dment on each copy of the off cludes a reference to the solic ) AT THE PLACE DESIGNAT N OF YOUR OFFER. If by vir r, provided each telegram or le	er submitted; or itation and amendment nu ED FOR THE RECEIPT C tue of this amendment wa	F OF	FERS PRIOR TO THE H	condition them	ittend north
12. ACCOUNTING AND APPROPRIATIO	N DATA (if required)					
N/A				Financial Managem	ent	
13. THIS ITEM APPLIES ONLY TO MOD CONTRACT/ORDER NO. AS DESCR		CTS/ORDERS, IT MOI	DIFIE	S THE		
A. THIS CHANGE ORDER IS ISSUED IN CONTRACT ORDER NO. IN ITEM 10A.	PURSUANT TO: (Specify aut	hority) THE CHANGES S	SET F	ORTH IN ITEM 14 ARE	VADE IN T	НЕ
B. THE ABOVE NUMBERED CONTRAC office, appropriation date, etc.) SET FOR					changes i	in paying
C. THIS SUPPLEMENTAL AGREEMEN	T IS ENTERED INTO PURSU	JANT TO AUTHORITY OF	<del>*</del> ;	a that is the state of the stat		<b>,</b>
D. OTHER (Specify type of modification	and authority)				ANTALA	***************************************
IMPORTANT: Contractor	IS NOT required to sign th	is document and return	cop	ies to the issuing offic	e.	
14. DESCRIPTION OF AMENDMENT/MO matter where feasible.)				<del>-</del>		iect
A. The purpose of this modification	m ic to undata Attachm	ant I 7 Annandiv	2 11 4	would Fine Product	23	
Distribution" for periods 2, 3, and 4	n is to upuate Attacilii Lac a recult iccuing To	icht 3-2, Appendix sek Order NNH10II	4 A โกรป	.ward ree Evaluati	on Perio	oas and
provided.	r, as a resum issume 1 (	ask Order Minstor	<b>7</b> (7) 1	. A change page i	""" J 18	· ·
F	(Continued or	n page 2)				
Except as provided herein, all terms and o	conditions of the document	referenced in Item 9A	or 10	A, as heretofore chance	ned, rema	ins
unchanged and in full force and effect.					-	
15A. NAME AND TITLE OF SIGNER $(T_y)$	pe or print)	16A. NAME AND TITI Alice Jean Pursell,			FICER	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B, UNITED STATES			. DATE S	IGNED
(Signature of person authorized to sign)	, o,	(Signature OI Co	Σu	rsell 6)	17/10	16
NSN 7540-01-152-8070	30-	105	······································		ROA DRAGN	M30 (REV.

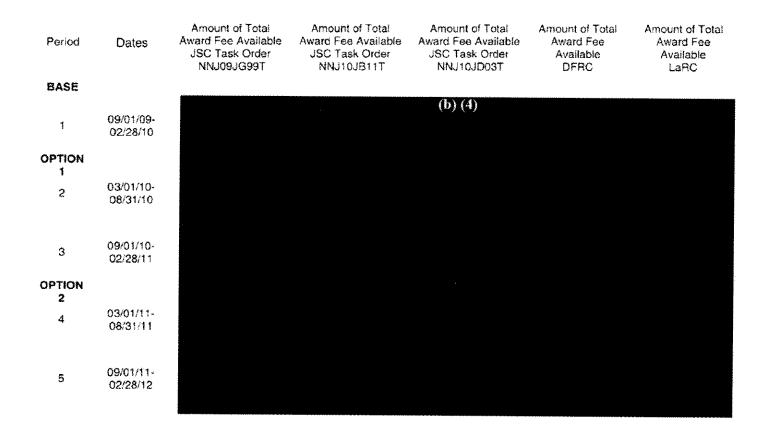
<del>a CPA)</del> Ka 943

# B. Shown below are the revisions to Appendix 2 incorporated into the change page J-2-5.

Period	Dates	J:	JSC Task Order NNJ10JD03T				
CONTRACT CONTRACTOR CO							
Option 1		From	Ву	To	From	Ву	То
Period 2	03/01/10- 08/31/10		, , , , , , , , , , , , , , , , , , ,	(b) (4)			
Period 3	09/01/10- 02/28/11						
Option 2							
Period 4	03/01/11- 08/31/11						

### **ATTACHMENT J-2**

# Appendix 2 AWARD FEE EVALUATION PERIODS AND DISTRIBUTION



AMENDMENT OF SOLIC	1.0	CONTRACTIO	CODE	PAGE OF PAG	ES		
CO	Andrea Procedure			1 4	- Company		
2. AMENDMENT/MOD NO.	3. EFFECTIVE DATE					ਗ	
15	See block 16C	N/A					
6. ISSUED BY CODE NASA Johnson Space Center Institutional Procurement Office Attn: Nancy Robb/BJ4 Houston, TX 77058-2921		7. ADMINISTERED	BY	C	ODE		
8. NAME AND ADDRESS OF CONTRAC	TOR (No. Street, County,	State and ZIP Code)	(9)	*	ENT OF	SOLICITATION	N
CSC Applied Technologies, LLC 6500 West Freeway, Suite 600 Fort Worth, TX 76116			9B. DATED (SEE ITEM 11)				
t off World 135 Your			an	10A, MOD, OF	CONT	DACTICONEO X	<u></u>
			(10)	3	J09J		AĞ.
CODE	FACILITY CO						
1JGQ2		1JGQ2	8/25/09			09	
11. The above numbered solicitation is amended a	HIS ITEM ONLY APPLIES					<del></del>	
Offers must acknowledge receipt of this amen methods:  (a) By completing Items 8 and 15, and retropy (b) By acknowledging receipt of this amen (c) By separate letter or telegram which in ACKNOWLEDGMENT TO BE RECEIVED SPECIFIED MAY RESULT IN REJECTION change may be made by telegram or letter prior to the opening hour and date specifie	dment prior to the hour and da uming one (1) copy of the am dment on each copy of the off cludes a reference to the soils ATTHE PLACE DESIGNAT NOS VOILS OFFEED IN NOVE	ate specified in the solicition andment; ler submitted; or illation and amendment n ED FOR THE RECEIPT.	ation o	r as amended, by rs. FAILURE OF Y FERS PRIOR TO	one of to YOUR THE HO	he following  OUR AND DATE	ch de
12. ACCOUNTING AND APPROPRIATIO		······			*************		
N/A	na orana (ii regulida)						-
				Financial Mar	ageme	ent	
13. THIS ITEM APPLIES ONLY TO MOD CONTRACT/ORDER NO. AS DESCI	RIBED IN ITEM 14.						to and the second second
A. THIS CHANGE ORDER IS ISSUED I CONTRACT ORDER NO. IN ITEM 10A.	PURSUANT TO: (Specily au	hority) THE CHANGES	SETF	FORTH IN ITEM 14	AREN	IADE IN THE	
B. THE ABOVE NUMBERED CONTRAC office, appropriation date, etc.) SET FOR	CT/ORDER IS MODIFIED TO RTH IN ITEM 14, PURSUANT	REFLECT THE ADMINIST TO THE AUTHORITY O	STHAT	TIVE CHANGES (8 1 43.103(b).	iuch as	ohanges in paying	,
C. THIS SUPPLEMENTAL AGREEMEN Mutual agreement of the parti	es.	JANT TO AUTHORITY O	r:	ر سرم حق العداد العداد في العداد ا	***************************************	والمراجعة والمراجعة والمحاجمة والمحاجمة والمحاجمة والمحاجمة والمحاجمة والمحاجمة والمحاجمة والمحاجمة والمحاجمة	
D. OTHER (Specify type of modification	and authority)		THE PARTY PERSONS	######################################		**************************************	
IMPORTANT: Contractor	IS required to sign this do	cument and return 3 o	oniae	to the iscuina of	fine		
14. DESCRIPTION OF AMENDMENT/MC						Iract qublect	
matter where feasible.)							
A. The purpose of this modification Year (APR 1984) to Section I. This	on is to add FAR clauses is clause applies to Tas	e 52.232-19 Availa sk Order NNL09Al	abilit D571	y of Funds for Langle	r the f ey Adı	Next Fiscal ministrative	
	(Continue	d on page 2)					
Except as provided herein, all terms and ourchanged and in full force and effect.					_		-
15A. NAME AND TITLE OF SIGNER (TY Heidi Ruby, Contracts		16A. NAME AND TO				TICER	***************************************
15B. CONTRACTOBIOFFEROR	15C. DATE SIGNED	Alice Jean Pursel				DATE/SIGNED	
inghature di perepin authorized to sign)	9/8/10	Alice Jean	contracti	ing Stieter II	4	18/1000	Addition of the designature error and
NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE	30	105	*******	a d annum an a mhainmean à delanaid de de Vernel an Marie de la comme	STA	V3A) 05 MRC3 GRAGV	
and the second				motodiscentramentalises and acceptance and acceptan	Presside	107 000 117 117 100 00 100 117 9d: 117 100 00 100 00 100 00 100 00 100 00 100 00	الز

SF-30 continued Contract NNJ09JE44C Modification 15 Page 2 of 4

Contracting Officer shall indicate to which portions of Task Order NNL09AD57T FAR clause 52.232-10 applies via a modification to the task order.

B. Change pages I-23 and I-24 are provided. On page I-23 "End of Section" is deleted. FAR clause 52.232-19 is added as I.19 on page I-24.

#### PART II - CONTRACT CLAUSES SECTION I - CONTRACT CLAUSES

- (b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.
- (c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:
  - (i) 52.203-13, Contractor Code of Business Ethics and Conduct (Dec 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)), if the subcontract exceeds \$5,000,000 and has a performance period of more than 120 days. In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.
  - (ii) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Section 1553 of Pub. L. 111-5), if the subcontract is funded under the Recovery Act.
  - (iii) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), if the subcontract offers further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
  - (iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
  - (v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212(a));
  - (vi) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).
  - (vii) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201), if flow down is required in accordance with paragraph (g) of FAR clause 52.222-39).
  - (viii) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).
  - (ix) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. App. 1241 and 10 U.S.C. 2631), if flow down is required in accordance with paragraph (d) of FAR clause 52.247-64).
- (2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.
- (d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

#### PART II - CONTRACT CLAUSES SECTION I - CONTRACT CLAUSES

### I. 19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (FAR 52.232-19) (APR 1984)

Funds are not presently available for performance under this contract beyond <u>September 30</u>, <u>2010</u>. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond <u>September 30</u>, <u>2010</u>, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

(END OF SECTION)

AMENDMENT OF SOLIC	1. CONTRACT I D CODE	PAGE OF PAGE		
	NTRACT	······································		1 3
	3. EFFECTIVE DATE		URCHASE REQ. NO.	5. PROJECT NO
16	See block 16C		N/A	
6. ISSUED BY CODE NASA Johnson Space Center Institutional Procurement Office Attn: Nancy Robb/BJ4 Houston, TX 77058-2921		7. ADMINISTERED I	3Y CODE	
8. NAME AND ADDRESS OF CONTRACTOR CSC Applied Technologies, LLC	TOR (No. Street, County,	State and ZIP Code)	(9) 9A. AMENDMENT O	F SOLICITATION
6500 West Freeway, Suite 600 Fort Worth, TX 76116			9B. DATED (SEE ITE	*
	THE PROPERTY AND ADDRESS OF THE BEST ADDRESS OF THE BE		(10) 10A. MOD. OF CONT NNJ09J	E44C
CODE 1JGQ2	FACILITY CO	DE 1JGQ2	108. DATED (SEE IT) 9/18/	
	HIS ITEM ONLY APPLIES			
Offers must acknowledge receipt of this amend methods:  (a) By completing Items 8 and 15, and return (b) By acknowledging receipt of this amend (c) By separate letter or telegram which inc ACKNOWLEDGMENT TO BE RECEIVED SPECIFIED MAY RESULT IN REJECTION change may be made by telegram or letter, prior to the opening hour and date specified	ming one (1) copy of the amment on each copy of the offludes a reference to the solic AT THE PLACE DESIGNAT. If by vir provided each telegram or k	endment; er submitted; or itation and amendment nu ED FOR THE RECEIPT Of the of this amendment you	mbers. FAILURE OF YOUR F OFFERS PRIOR TO THE HI I desire to change an offer also	OUR AND DATE
12. ACCOUNTING AND APPROPRIATION	N DATA (if required)	Market Market Control of the Control		
N/A			Financial Manageme	∍nt
13. THIS ITEM APPLIES ONLY TO MODE CONTRACT/ORDER NO. AS DESCRI		CTS/ORDERS, IT MOD	NFIES THE	
A. THIS CHANGE ORDER IS ISSUED P CONTRACT ORDER NO. IN ITEM 10A.				a de Principal de la companya de la
B. THE ABOVE NUMBERED CONTRAC office, appropriation date, etc.) SET FOR American Recovery and Reinv	TH IN ITEM 14, PURSUANT	TO THE AUTHORITY OF	FAR 43.103(b).	changes in paying
C. THIS SUPPLEMENTAL AGREEMENT	IS ENTERED INTO PURSU	ANT TO AUTHORITY OF		
D. OTHER (Specify type of modification a	nd authority)			
			No copies to the issuing of	
<ol> <li>DESCRIPTION OF AMENDMENT/MOI matter where feasible.)</li> </ol>	DIFICATION (Organized b	y UCF section heading	s, including solicitation/cont	ract subject
A. The purpose of this modification subparagraphs (a), (c), and (d). A ch		ovided.	g (NASA 1852.232-81)	(JUN 1990)"
Except as provided herein, all terms and counchanged and in full force and effect.  5A. NAME AND TITLE OF SIGNER (Type			_	
On TANK AND THE OF SIGNER (TYPE	e <i>ប</i> រ	Alice Jean Pursell,	E OF CONTRACTING OFF Contracting Officer	ICER
5B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES		DATE SIGNED
(Signature of person authorized to sign)		(Signature Of Con		N/IN
ISN 7540-01-152-8070 REVIOUS EDITION UNUSABLE	30-	105	STAN	DARD FORM 30 (REV. 10-83) ES by OSA FAR (48 CFR) 53 243

B. Clause B.5, subparagraphs (c)iii and iv are revised in accordance with Table 1.

Table 1

	NNJ10JD03T, CLIN 014	Modification 000001, CLIN 014	New Total NNJ10JD03T,CLIN 014
Estimated Cost		(b) (4)	
Award Fee			***************************************
Total	\$890,749	\$945,131	\$1,835,880

C. A revised Page B-2 is attached.

### SECTION B SUPPLIES OR SERVICES AND PRICES/COSTS

### "B.5 CONTRACT FUNDING (NASA 1852.232-81) (JUN 1990)

- (a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, and excluding special ARRA funding specified in (c) below, the total amount allotted by the Government to this contract is: (to be specified in the individual Center's Task Order). This allotment is for performance of all items listed in Clause B.2 Scope of Work, excluding Task Orders NNJ10JB11T, CLIN 013, and NNJ10JD03T and Modification 000001, CLIN 014, and covers the following estimated period of performance (To be specified in the individual Center's Task Order).
- (b) An additional amount of (**To be specified in the individual Center's Task Order**) is obligated under this contract for payment of fee, excluding special ARRA funding specified in (c) below.
- (c) i. An additional amount of \$620,226.00 of ARRA funding is obligated under a separate Task Order under this contract specifically for the payment of cost, exclusive of fee, for performance of the ARRA funded effort, identified as Task Order NNJ10JB11T, CLIN 013. This allotment is for performance of Task Order NNJ10JB11T, CLIN 013. Requirements cover the following estimated period of performance through November 30, 2010.
  - ii. An additional amount of \$20,747.00 for Task Order NNJ10JB11T, CLIN 0013 is obligated under this contract for payment of fee.
  - iii. An additional amount of \$1,793,383.00 of ARRA funding is obligated under a separate Task Order under this contract specifically for the payment of cost, exclusive of fee, for performance of the ARRA funded effort, identified as Task Order NNJ10JD03T, CLIN 014. This allotment is for performance of Task Order NNJ10JD03T, CLIN 014. Requirements cover the following estimated period of performance through February 28, 2011.
  - iv. An additional amount of \$42,497.00 for Task Order NNJ10JD03T, CLIN 0014 is obligated under this contract for payment of fee.
- (d) The JSC Basic funding is Task Order NNJ09JG99T, CLINs 012 and 004; the JSC Recovery Act funding are Task Orders NNJ10JB11T, CLIN 013 and NNJ10JD03T, CLIN 014, inclusive of Modification 000001 to Task Order NNJ10JD03T.

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AMENDMENT OF SOLI	ONTRAC		CATION OF	M. Marine	OURHAUTTO COUR		-
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	£	2100K 10C	7. ADMINISTERED		CODE		
6. ISSUED BY CODE NASA Johnson Space Center Institutional Procurement Office Attn: Nancy Robb/BJ4 Houston, TX 77058-2921	· L			, m	CODE	vocation.	
8. NAME AND ADDRESS OF CONTRAC	TOR (No. 8	Street, County	, State and ZIP Code)	(9)	9A. AMENDMENT O	F SOLICIT	[ATION
CSC Applied Technologies, LLC 6500 West Freeway, Suite 600					NO 9B. DATED (SEE ITE		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
Fort Worth, TX 76116						,	
				(10)	10A. MOD. OF CONT NNJ09J		DER No
CODE		FACILITY CO		X	10B. DATED (SEE IT	EM 13)	
1JGQ2	***************************************		1JGQ2		9/18/	09	
11. ]	HIS ITEM (	ONLY APPLIE	S TO AMENDMENTS (	OF SC	LICITATIONS		
The above numbered solicitation is amended a Offers must acknowledge receipt of this amen- methods:	as set forth in dment prior to	Item 14. The hother the hour and d	our and date specified for ate specified in the solicita	receip ation o	t of Offers (IS OR IS NOT r as amended, by one of t	) extended he following	, }
ACKNOWLEDGMENT TO BE RECEIVED SPECIFIED MAY RESULT IN REJECTION change may be made by telegram or letter prior to the opening hour and date specification.  12. ACCOUNTING AND APPROPRIATION	n OF YOUR I r, provided ea d.	OFFEH, If by vi ich telegram or l	this of this emandment us	u ramai	ra ta Abanma an allar allar		
N/A					Financial Manageme	nt	
13. THIS ITEM APPLIES ONLY TO MOD CONTRACT/ORDER NO. AS DESCR	IFICATIONS	S OF CONTRA	ACTS/ORDERS, IT MO	DIFIE	STHE		
A. THIS CHANGE ORDER IS ISSUED F CONTRACT ORDER NO. IN ITEM 10A.	PURSUANT T	O: (Specify au	thority) THE CHANGES	BET F	ORTH IN ITEM 14 ARE M	ADE IN TH	E
B. THE ABOVE NUMBERED CONTRACT Office, appropriation date, etc.) SET FOR American Recovery and Reinv	estment	14, PURSUANT Act of 2009,	TO THE AUTHORITY OF PL 111-5, Division	FAR i A, ´	43 103/6)	changes in i	oaying
O. FING OUT CENSEIVIAL AGRICUITY	I IS ENTERE	D IM IO FORSE	JANT TO AUTHORITY OF	•;			
D. OTHER (Specify type of modification a	and authority)			***************************************			
IMPORTANT: Contractor	S NOT requ	ired to sign th	is document and return	No c	opies to the issuing offi	ce.	
4. DESCRIPTION OF AMENDMENT/MO	DIFICATION	N (Organized b	y UCF section heading	s, inc	luding solicitation/contr	act subjec	zt -
natter where teasible.)  A. The purpose of this modification	is to revi	se clause B.	5 "Contract Funding	g (N/	ASA 1852.232-81)	(JUN 19	)90)"
ubparagraphs (a), (c), and (d). A c	nange pag	(See page					
except as provided herein, all terms and co	onditions of	the document	referenced in Item 9A o	or 10A	., as heretofore change	d, remains	s
5A. NAME AND TITLE OF SIGNER (Typ	e or print)		16A. NAME AND TITL			CER	
5B. CONTRACTOR/OFFEROR	150 0:		Alice Jean Pursell,			N. A. Alberton.	
(Signature of person authorized to sign)	FOU. DA	TE SIGNED	16B UNITED STATES	USE	ell 9/2:	DATE SIG	NED
SN 7540-01-152-8070 BEVIOUS EDITION LINEISARI F	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	30-1				ARD FORM 30	) (REV.

B. Clause B.5, subparagraphs (c)iii and iv are revised in accordance with Table 1.

Table 1

The state of the s	NNJ10JD03T, CLIN 014	Modification 000001, CLIN 014	Modification 000002, CLIN 014	New Total NNJ10JD03T,CLIN 014
Estimated Cost		(b)	(4)	
Award Fee				
Total	\$890,749	\$945,131	\$126,528	\$1,962,408

C. A revised Page B-2 is attached.

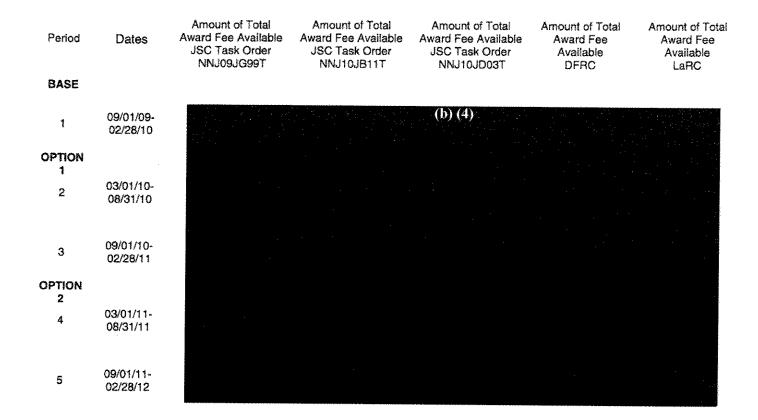
AMENDMENT OF SOLICITATION/MODIFICATION OF			1. CONTRACT I D CODE	PAGES	
	NTRACT			- American	3
2. AMENDMENT/MOD NO.	3. EFFECTIVE DATE	4. REQUISITION	PURCHASE REQ. NO.	5. PROJE	ECT NO
18			N/A		
6. ISSUED BY NASA Johnson Space Center Institutional Procurement Office Attn: Nancy Robb/BJ4 Houston, TX 77058-2921		7. ADMINISTERED	BY CODE		Whate have been a second or a
8. NAME AND ADDRESS OF CONTRAC	TOR (No. Street, County	, State and ZIP Code)	(9) 9A. AMENDMENT O	F SOLICIT.	ATION
CSC Applied Technologies, LLC 6500 West Freeway, Suite 600 Fort Worth, TX 76116			NO 9B. DATED (SEE ITE		
	4		(10) 10A. MOD. OF CONT NNJ09J		DER No
CODE	FACILITY CO		10B. DATED (SEE IT	•	
1JGQ2		1JGQ2	8/25/	'09	
	HIS ITEM ONLY APPLIE			·	
The above numbered solicitation is amended a Offers must acknowledge receipt of this amendmethods:  (a) By completing Items 8 and 15, and retu (b) By acknowledging receipt of this amend (c) By separate letter or telegram which inc ACKNOWLEDGMENT TO BE RECEIVED SPECIFIED MAY RESULT IN REJECTION change may be made by telegram or letter.	iming one (1) copy of the am diment on each copy of the calludes a reference to the soil AT THE PLACE DESIGNAT NOF YOU'R OFFER If by	late specified in the solicition the solicition and amendment of the RECEIPT (little of this amendment	ation or as amended, by one of the state of	the following	ATE
prior to the opening hour and date specified	, provided each telegram or d.	retter makes reference to t	ne solicitation and this amendm	ent, and is n	aceived
12. ACCOUNTING AND APPROPRIATION	N DATA (if required)			<del></del>	
N/A			Financial Manageme	ent	a-Promoterosca-gilly-pa-(ign
13. THIS ITEM APPLIES ONLY TO MODI CONTRACT/ORDER NO. AS DESCR	IFICATIONS OF CONTR. IIBED IN ITEM 14.	ACTS/ORDERS, IT MO	DIFIES THE	ggarmone e commencial de la descripción de la degre	A CACACAGA CACACACA
A. THIS CHANGE ORDER IS ISSUED P CONTRACT ORDER NO. IN ITEM 10A.	PURSUANT TO: (Specify au	thority) THE CHANGES	SET FORTH IN ITEM 14 ARE N	MADE IN TH	Commission of the second
B. THE ABOVE NUMBERED CONTRAC office, appropriation date, etc.) SET FOR	T/ORDER IS MODIFIED TO TH IN ITEM 14, PURSUANT	REFLECT THE ADMINIS TO THE AUTHORITY O	STRATIVE CHANGES (such as F FAR 43.103(b).	changes in p	baying
C. THIS SUPPLEMENTAL AGREEMENT	IS ENTERED INTO PURS	UANT TO AUTHORITY O		***************************************	
D. OTHER (Specify type of modification a	and authority)	тіренің ізін баймандамма түрің орну бігізі (17-12-ді жене матем материрен Менде тібік татық			
IMPORTANT: Contractor I	S NOT required to sign the	his document and return	n copies to the issuing office	£	
14. DESCRIPTION OF AMENDMENT/MOI matter where feasible.)					<i>i</i>
A. The purpose of this modification Distribution" for periods 3, 4, and 5 NNJ10JD03T. A change page J-2-5	as a result issuing m	nent J-2, Appendix odifications 000001	2 "Award Fee Evaluation and 000002 to Task On	on Period oder	s and
	(Continued o	n page 2)			THE RESERVE THE PARTY OF THE PA
Except as provided herein, all terms and counchanged and in full force and effect.					3
5A. NAME AND TITLE OF SIGNER (Typ	e or printj	1	E OF CONTRACTING OFF	CER	NOTURE BARRAGE
Alice Jean Pursell, Contractin 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERIC			OF AMERICA 16C.	DATE SIG	
(Signature of person authorized to sign)		Clice lie N (Signature Of Co	intracting Officer)	10/7/10	C. A.
ISN 7540-01-152-8070 REVIOUS EDITION UNUSABLE	30	105		DARD FORM 30	(REV. 83) ES

### B. Shown below are the revisions to Appendix 2 incorporated into the change page J-2-5.

Period	Dates		JSC Task Order NNJ09JG99T			JSC Task Orde NNJ10JD03T	r
Option 1	and the second s	From	By (Decrease)	То	From	By (increase)	То
Period 2	03/01/10- 08/31/10			(b) (4)			
Period 3	09/01/10- 02/28/11						
Option 2							
Period 4	03/01/11- 08/31/11						
Period 5	09/01/11- 02/29/12						

### **ATTACHMENT J-2**

# Appendix 2 AWARD FEE EVALUATION PERIODS AND DISTRIBUTION



AMENDMENT OF SOLICITATION/MODIFICATION OF			1. CONTRACT I D CODE PAGE (		PAGE OF PAGE
CC	NTRACT		1		1 7
2. AMENDMENT/MOD NO.	3. EFFECTIVE DATE	4. REQUISITION/	PUR	CHASE REQ. NO.	5. PROJECT NO
19	See block 16C		N/A	<b>1</b> .	A version of
6. ISSUED BY NASA Johnson Space Center		7. ADMINISTERED	BY	CODE	V
Institutional Procurement Office Attn: Nancy Robb/BJ4 Houston, TX 77058-2921	[				
8. NAME AND ADDRESS OF CONTRAC	TOR (No. Street, County,	State and ZIP Code)	(9)	9A. AMENDMENT O	F SOLICITATION
CSC Applied Technologies, LLC				NO	
6500 West Freeway, Suite 600				9B. DATED (SEE ITE	M 11)
Fort Worth, TX 76116					
			(10)	10A. MOD. OF CONT	RACT/ORDER No
				NNJ09J	E44C
CODE	FACILITY CO	DE	X	10B. DATED (SEE IT	EM 13)
1JGQ2		1JGQ2	1	8/25/	09
11. 7	HIS ITEM ONLY APPLIE	S TO AMENDMENTS C	FSC	LICITATIONS	
The above numbered solicitation is amended a Offers must acknowledge receipt of this amen	as set forth in Item 14. The h	our and date specified for ate specified in the solicita	receip	t of Offers (IS OR IS NOT	) extended.
methods:			mari w	ao amenora, by one or i	no ronowing
(a) By completing Items 8 and 15, and return (b) By acknowledging receipt of this amen (c) By separate letter or telegram which in ACKNOWLEDGMENT TO BE RECEIVED SPECIFIED MAY RESULT IN REJECTION change may be made by telegram or letter.	dment on each copy of the of cludes a reference to the solid AT THE PLACE DESIGNAT N OF YOUR OFFER. If by vir. provided each telegram or li	fer submitted; or citation and amendment nu ED FOR THE RECEIPT C rue of this amendment vo	OF OF	FERS PRIOR TO THE HO	advisuhmittad such
prior to the opening hour and date specifie			·		
12. ACCOUNTING AND APPROPRIATIO	N DATA (if required)				
N/A				Financial Manageme	ent
13. THIS ITEM APPLIES ONLY TO MOD		ACTS/ORDERS, IT MOD	DIFIE	S THE	
CONTRACT/ORDER NO. AS DESCR		haded The Minhard Co	-	Myperyment of the property of the distribution in the	
CONTRACT ORDER NO. IN ITEM 10A.	TONSOANT TO, (Specify aut	nony) The Changes S	otir(	JHIH IN HEM 14 AHE M	ADE IN THE
B. THE ABOVE NUMBERED CONTRAC office, appropriation date, etc.) SET FOR	T/ORDER IS MODIFIED TO ITH IN ITEM 14, PURSUANT	REFLECT THE ADMINIS TO THE AUTHORITY OF	TRATI	VE CHANGES (such as 43.103(b).	changes in paying
C. THIS SUPPLEMENTAL AGREEMEN	T IS ENTERED INTO PURSU	JANT TO AUTHORITY OF	<u>.</u>		
D. OTHER (Specify type of modification )	and authority)		····	والمراورة والمرا	
Clause F.5 "Option 1-Flight O					
IMPORTANT: Contractor	L	is document and return	coni	es to the issuing office	
4. DESCRIPTION OF AMENDMENT/MO				-	2
natter where feasible.)					H.
The purpose of this modification is	to exercise hours und	er clause F 5 "Optio	ın 1 -	Flight Operations	" as follows:
t t			*** *	- 11511 Operations.	as 10110 ws.
Except as provided herein, all terms and counchanged and in full force and effect.	onditions of the document	referenced in Item 9A o	or 10A	, as heretofore change	ed, remains
5A. NAME AND TITLE OF SIGNER (Typ	pe or print)	16A. NAME AND TITL	E OF	CONTRACTING OFFI	CER
				Contracting Officer	3
5B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES	OF A	MERICA 16C.	DATE SIGNED
(Signature of person authorized to sign)		(Signature Of Cor		1 7	K C . T
ISN 7540-01-152-6070 REVIOUS EDITION UNUSABLE	30-	106		STAN	OARD FORM 30 (REV. 10-83) ES

- A. This modification exercises 1,008 hours for Option 1 Flight Operations, F.5, as shown below:
  - (b)(1) 1,008 hours are exercised for the Johnson Space Center (JSC), as shown below:

JSC	03/01/10- 02/28/11
Values	V2/20/11
Hours	(b) (4)
Estimated Cost	
Award Fee	
Total	\$238,982.33

B. Based on the above, the following tables reflect the changes in the contract as a result of the exercise of a portion of F.5(b)(1):

Table I - Impact of options on the estimated cost and award fee of the contract:

Total Contract	FROM	ТО	INCREASE
Clause B.3			
Estimated Cost		(b) (4)	The state of the s
Max. Award Fee			
Total	\$104,525,429.29	\$104,764,411.62	\$238,982.33

Johnson Space Center (JSC)	FROM	то	INCREASE
Clause B.3.1.1			
Estimated Cost		(b) (4)	
Max. Award Fee			
Total	\$72,669,775.37	\$72,908,757.70	\$238,982.33

Table II - Balance of available hours on remaining Option 1 - Flight Operations:

	FROM	TO	DECREASE
Clause F.5, Flight		(h) (4)	
Operations		(~) (.)	

Table III - Impact on the Level-Of-Effort of the contract:

A STATE OF THE TANK THE PARTY OF THE PARTY O	in the contract in the contrac		
	FROM	TO	INCREASE
Clause H.3 (Total			
Contract)		(b) (4)	
Clause H.3.1(JSC)			

Replacement pages, B-1, F-3, H-1, H-2, and J-2-5 reflecting the above, are provided.

#### SECTION B

### SUPPLIES OR SERVICES AND PRICES/COSTS

#### B.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

- FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) -No FAR By-reference clauses in Section B.
- II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) No NASA By-reference clauses in Section B.

#### B.2 SCOPE OF WORK

The Contractor shall provide all personnel, materials, and facilities (except as otherwise provided in the contract) necessary to perform those functions set forth in section C, Statement of Work (SOW), at the Johnson Space Center (JSC) and other locations as specified in the SOW.

(End of clause)

### B.3 <u>ESTIMATED COST AND AWARD FEE</u> (NASA 1852.216-85) (SEP 1993)

The estimated cost of this contract is (b) (4) The maximum available award fee, excluding base fee, if any, is (b) (4) The base fee is (b) (4) Total estimated cost, base fee, and maximum award fee are \$104,764,411.62.

- B.3.1 The estimated cost and maximum available award fee for Johnson Space Center, Dryden Flight Research Center, and Langley Research Center are:
- B.3.1.1 The estimated cost of this contract at the Johnson Space Center is The maximum available award fee, excluding base fee, if any, is (b) (4) The base fee is \$ (b) (4) Total estimated cost, base fee, and maximum award fee are \$72,908,757.70.
- B.3.1.2 The estimated cost of this contract at Dryden Flight Research Center is

  (b) (4) The maximum available award fee, excluding base fee, if any, is

  (b) (4) The base fee is \$ (b) (4) Total estimated cost, base fee, and maximum award fee are \$29,471,243.92.
- B.3.1.3 The estimated cost of this contract at Langley Research Center is (b) (4). The maximum available award fee, excluding base fee, if any, is (b) (4). The base fee is \$ (b) (4). Total estimated cost, base fee, and maximum award fee are \$2,384,409.

(End of clause)

#### B.4 FUNDING

Funds shall be provided for JSC in B.5 below. For DFRC and LaRC, Delivery Orders with funding shall be issued by the Administrative Contracting Officer for that Center. Funds shall be allotted by the Delivery Order and subsequent modifications, if required. The "Limitation of Funds" clause applies individually to each Center.

### SECTION F DELIVERIES OR PERFORMANCE

- (b) (3) If the Government exercises one or more options pursuant to this provision for LaRC, the estimated cost and fee values will be increased as follows:
  - (i) For options exercised during the base period, the estimated cost and award fee will be increased by § (b) (4) and (b), respectively, for every hour ordered by the exercise of an option.
  - (ii) For options exercised during F.3 Option 1, the estimated cost and award fee will be increased by (b) (4) and (b), respectively, for every hour ordered by the exercise of an option.
  - (iii) For options exercised during F.3 Option 2, the estimated cost and award fee will be increased by (b) (4) and (b) respectively, for every hour ordered by the exercise of an option.

    (End of clause)

### F.5 OPTION 1- FLIGHT OPERATIONS (SECTION 11 of the SOW)

The Government may elect to exercise the option for flight operations ranging from 1 to (1) (3) direct labor hours during the period of performance. The Contracting Officer may exercise this option by issuance of a unilateral contract modification before the required commencement of work 30 calendar days in advance. The terms and conditions relating the Government's option rights as provided herein are as follows:

- (a) The Government may increase the direct labor hours to be furnished (up to the maximum amount specified) by the exercise of one option, or by the exercise of multiple options, for flight operations, during the period of performance.
- (b) (1) If the Government exercises one or more options pursuant to this provision for JSC, the estimated cost and fee values for every hour ordered by the exercise of an option will be increased as follows:

Flight Operations	Values	09/01/09- 02/28/10		03/01/10- 02/28/11	03/01/11- 02/29/12
		Base	Period	F.3 Option 1	F.3 Option 2
Pilot	Standard Time (S/T) Estimated Cost			<b>(b)</b> (4)	
	S/T Award Fee				<del>.</del>
	S/T Total				
	Overtime (OT) Estimated Cost				
	OT Award Fee				**
	OT Total				
Flight Engineers	S/T Estimated Cost				
	S/T Award Fee				0,000 mass
	S/T Total				manhoda late

#### H.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

No FAR By-reference clauses in Section H.

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)

1852.208-81	RESTRICTIONS ON PRINTING AND DUPLICATING (NOV 2004)
1852.223-76	FEDERAL AUTOMOTIVE STATISTICAL TOOL REPORTING (JUL 2003)
1852.225-70	EXPORT LICENSES (FEB 2000) ALTERNATE I (FEB 2000) (Insert JSC, DFRC, LaRC)
1852.228-71	AIRCRAFT FLIGHT RISKS (DEC 1988)
1852.228-72	CROSS-WAIVER OF LIABILITY FOR SPACE SHUTTLE SERVICES (SEP 1993)
1852.228-76	CROSS-WAIVER OF LIABILITY FOR SPACE STATION ACTIVITIES (DEC 1994)
1852,246-70	MISSION CRITICAL SPACE SYSTEM PERSONNEL RELIABILITY PROGRAM (MAR 1997)
1852.247-71	PROTECTION OF THE FLORIDA MANATEE (MAR 1989)

### H.2 <u>REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS</u>

This contract incorporates Section K, Representations, Certifications, and Other Statements of Offerors, as set forth in the Contractor's proposal NNJ0408247027R, dated 22 June 09, by reference, with the same force and effect as if it were given in full text.

(End of clause)

#### H.3 LEVEL-OF-EFFORT (COST)

- (a) During the term of the contract, the Contractor is obligated to provide not less than 90% nor more than 110% of (b) (4) total direct labor hours.
- (b) "Direct labor hours" are those productive hours expended by Contractor personnel, including subcontracted personnel, in performing work requirements described in the Statement of Work or elsewhere in this contract that are charged as direct labor under the Contractor's established accounting policy and procedures.
- (c) Once the maximum number of direct labor hours is reached or the contract term has ended, the Contractor's requirements under the contract are fulfilled, even though the specified work may not have been completed. The Contractor is not authorized to exceed the maximum of the direct labor hours specified in paragraph (a) unless a bilateral contract modification is executed. Any estimated cost and fee(s) adjustments for any additional direct labor hours shall be based solely upon the quantity of additional hours being added to the maximum number of direct labor hours specified in this clause.
- (d) The fee, if any, is based upon the furnishing of at least the specified minimum number of direct labor hours, including subcontract hours. If the Contractor provides less than that specified minimum number of hours prior to expiration of the contract term, and the Government has not invoked its rights under the

Termination clause of this contract to adjust the contract for such reduced effort, the Contracting Officer may unilaterally make an equitable downward adjustment to the contract fee. The downward adjustment in fee will be based upon the difference between the minimum direct labor hours specified under this clause and the amount of direct labor hours provided by the Contractor. Prior to making such an adjustment, the Contracting Officer will request the Contractor provide a written discussion of any extenuating circumstances (e.g., productivity improvements or reductions in contract scope) which contributed to the underrun. Any information provided by the Contractor will be considered by the Contracting Officer in determining the amount of the downward adjustment in fee.

### H.3.1 Johnson Space Center

The number of hours specified in (a)(1) above is revised to read as follows:

- (a) (1) During the term of the contract, the Contractor is obligated to provide not less than 90% nor more than 110% of (b) (4) total direct labor hours.
- H.3.2 Dryden Flight Research Center

The number of hours specified in (a)(1) above is revised to read as follows:

- (a) (1) During the term of the contract, the Contractor is obligated to provide not less than 90% nor more than 110% of (b) (4) total direct labor hours.
- H.3.3 Langley Research Center

The number of hours specified in (a)(1) above is revised to read as follows:

(a) (1) During the term of the contract, the Contractor is obligated to provide not less than 90% nor more than 110% of (b) (4) total direct labor hours.

(End of clause)

### H.4 SMALL BUSINESS SUBCONTRACTING GOALS (JSC 52.219-90) (OCT 2006) (Applies to JSC, DFRC, and LaRC)

For purposes of this clause, the terms, "HUBZone Small Business Concern," "Small Disadvantaged Business Concern," "Service-Disabled, Veteran-Owned Small Business Concern, "Women-Owned Small Business Concern," "Women-Owned Small Business Concern," and "Historically Black College or University (HBCU)" are defined in paragraph 2.101 of the Federal Acquisition Regulation.

The total small business goal, expressed as a percent of total contract value including options, is 20 percent.. The small business percentage goal, includes the following goals expressed as a percent of total contract value:

**Small Business** 

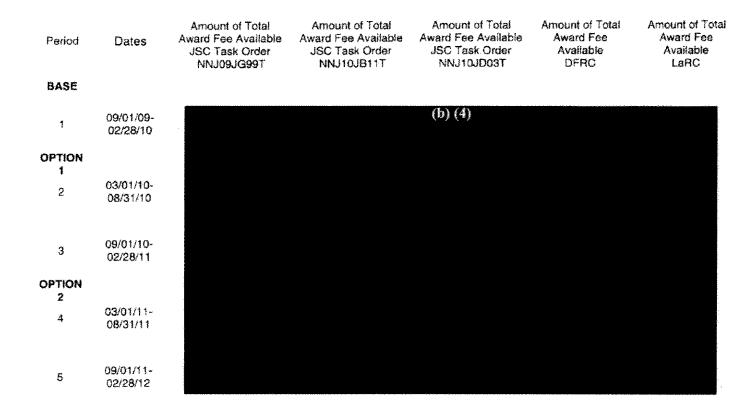
20 percent

Small Disadvantaged Business Concerns

3 percent

### ATTACHMENT J-2

# Appendix 2 AWARD FEE EVALUATION PERIODS AND DISTRIBUTION



AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	- Company of the second	CONTRACT I D CODE	PAGE OF PAGE
2. AMENDMENT/MOD NO. 3. EFFECTIVE DATE 4. REQUISITION	J/PLIR	CHASE REQ. NO.	5. PROJECT N
20 See block 16C	W O N/A		J., 1100E() 11
6. ISSUED BY CODE 7. ADMINISTERE	~~~~	CODE	
Attn: Nancy Robb/BJ4 Houston, TX 77058-2921		0002	
B. NAME AND ADDRESS OF CONTRACTOR (No. Street, County, State and ZIP Code) CSC Applied Technologies, LLC	(9)	9A. AMENDMENT C	F SOLICITATIO
5500 West Freeway, Suite 600			6241
Fort Worth, TX 76116	1	98. DATED (SEE ITE	:N1 11)
	(10)	10A. MOD. OF CONT	DACTIODDED N
	(10)	NNJ09J	
CODE FACILITY CODE		10B. DATED (SEE IT	-
IJGQ2 IJGQ2		8/25/	•
11. THIS ITEM ONLY APPLIES TO AMENDMENTS The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for	OF SO	LICITATIONS	
(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment y change may be made by felegram or letter, provided each telegram or letter makes reference to prior to the opening hour and date specified.  2. ACCOUNTING AND APPROPRIATION DATA (if required)  I/A  13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MC CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.  14. A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES CONTRACT ORDER NO. IN ITEM 10A.  2. B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINITION office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF ITEM 15.	DDIFIES SET FO	e to change an offer aire citation and this amendm  Financial Manageme  THE  ORTH IN ITEM 14 ARE M	ady submitted, suc- ent, and is received ent
		·	
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF	F:		
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY O  D. OTHER (Specify type of modification and authority)	F:		
D. OTHER (Specify type of modification and authority)	Mark Dir Arbertan bakadı	es to the issuing office	
D. OTHER (Specify type of modification and authority)  IMPORTANT: Contractor IS NOT required to sign this document and return.  DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section heading atter where feasible.)	n copie gs, incl	uding solicitation/conti	ract subject
IMPORTANT: Contractor IS NOT required to sign this document and return. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section heading after where feasible.)  The purpose of this modification is to correct a typographical error in the number of the contract of the purpose of this modification, from (b) (4) There is no change and fee. Clauses F.5, H.3, and H.3.1 are revised to make this correction.	n copie gs, incl amber e to th Corre	of hours exercised e estimated cost or sponding tables are	under clause maximum corrected.
IMPORTANT: Contractor IS NOT required to sign this document and return. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section heading after where feasible.)  The purpose of this modification is to correct a typographical error in the number of the contract of	n copie gs, incl amber e to th Corre	of hours exercised e estimated cost or sponding tables are	under clause maximum corrected.
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IMPORTANT: Contractor IS NOT required to sign this document and return. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section heading after where feasible.)  The purpose of this modification is to correct a typographical error in the number of the contract of the purpose of this modification, from the purpose of this modification, from the purpose of this modification is to correct a typographical error in the number of the contract of the purpose of this modification, from the purpose of this modification, from the purpose of this modification is to correct a typographical error in the number of the contract of the purpose of this modification, and the purpose of this modification of the document referenced in Item 9A in the purpose of the purpose of this modification is to correct a typographical error in the number of the purpose of this modification is to correct a typographical error in the number of the purpose of this modification is to correct a typographical error in the number of the purpose of this modification is to correct a typographical error in the number of the purpose of this modification is to correct a typographical error in the number of the purpose of this modification is to correct a typographical error in the number of the purpose of this modification is to correct a typographical error in the number of the purpose of this modification is to correct a typographical error in the number of the purpose of this modification is to correct a typographical error in the number of the purpose of this modification is to correct a typographical error in the number of the purpose of this modification is to correct a typographical error in the number of the purpose of this modification is to correct a typographical error in the number of the purpose of the purpose of this modification is to correct a typographical error in the number of the purpose of the pu	m copie gs, incl amber e to th Corre or 10A LE OF ( Sell, C	of hours exercised e estimated cost or sponding tables are as heretofore change CONTRACTING OFFICIONTRACTING OFFICIAL TECHNOLOGICAL TECHNOLOGICA TECHNOLOGICA TECHNOLOGICA TECHNOLOGICA TECHNOLOGICA TECHNOLOGICA TECHNOLOGICA TECHNOLOGICA TECH	under clause maximum e corrected.

A. This modification exercises (b) (4) hours for Option 1 Flight Operations, F.5, as shown below:

(b)(1) (b) (4) hours are exercised for the Johnson Space Center (JSC), as shown below:

JSC	03/01/10-
	02/28/11
Values	(b) (4)
	(~) (.)
Hours	
Estimated	
Cost	
Award Fee	
Total	\$238,982.33

B. Based on the above, the following tables reflect the changes in the contract as a result of the exercise of a portion of F.5(b)(1):

Table I – Impact of options on the estimated cost and award fee of the contract. No change from modification 19.

Table II - Balance of available hours on remaining Option 1 - Flight Operations:

		S obuon I I man oben	audis.
	FROM	ТО	DECREASE
Clause F.5, Flight			
Operations		(b) (4)	
			······································

Table III - Impact on the Level-Of-Effort of the contract:

	FROM	TO	INCREASE
Clause H.3 (Total			
Contract)		(b) (4)	
Clause H.3.1(JSC)		(-) (-)	

Replacement pages, F-4, H-1, and H-2, are provided with the above corrections.

# SECTION F DELIVERIES OR PERFORMANCE

- (b) (3) If the Government exercises one or more options pursuant to this provision for LaRC, the estimated cost and fee values will be increased as follows:
  - (i) For options exercised during the base period, the estimated cost and award fee will be increased by (b) (4) respectively, for every hour ordered by the exercise of an option.
  - (ii) For options exercised during F.3 Option 1, the estimated cost and award fee will be increased by (b) (4) respectively, for every hour ordered by the exercise of an option.
  - (iii) For options exercised during F.3 Option 2, the estimated cost and award fee will be increased by (b) (4) respectively, for every hour ordered by the exercise or an option.

    (End of clause)

### F.5 OPTION 1- FLIGHT OPERATIONS (SECTION 11 of the SOW)

The Government may elect to exercise the option for flight operations ranging from (b) (4) direct labor hours during the period of performance. The Contracting Officer may exercise this option by issuance of a unilateral contract modification before the required commencement of work 30 calendar days in advance. The terms and conditions relating the Government's option rights as provided herein are as follows:

(a) The Government may increase the direct labor hours to be furnished (up to the maximum amount specified) by the exercise of one option, or by the exercise of multiple options, for flight operations, during the period of performance.

(b) (1) If the Government exercises one or more options pursuant to this provision for JSC, the estimated cost and fee values for every hour ordered by the exercise of an option will be increased as follows:

Flight	Values		**************************************	<del></del>
	Values	09/01/09-	03/01/10-	03/01/11-
Operations	MANUFACTURE CONTRACTOR	02/28/10	02/28/11	02/29/12
		Base Period	F.3 Option 1	F.3 Option 2
Pilot	Standard Time (S/T)		(b) (4)	
	Estimated Cost			
	S/T Award Fee	COMMUNICATION CONTRACTOR AND		
	S/T Total	*****		
	Overtime (OT)			
and the state of the	Estimated Cost			
	OT Award Fee			
	OT Total	**************************************		
Flight	S/T Estimated Cost			
Engineers	and the second			
	S/T Award Fee			
	S/T Total	MAC digraph continues and		

### H.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

No FAR By-reference clauses in Section H.

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)

1852.208-81	RESTRICTIONS ON PRINTING AND DUPLICATING (NOV 2004)
1852.223-76	FEDERAL AUTOMOTIVE STATISTICAL TOOL REPORTING (JUL
40M0 00- ma	2003)
1852.225-70	EXPORT LICENSES (FEB 2000) ALTERNATE I (FEB 2000) (Insert JSC, DFRC, LaRC)
1852.228-71	AIRCRAFT FLIGHT RISKS (DEC 1988)
1852.228-72	CROSS-WAIVER OF LIABILITY FOR SPACE SHUTTLE SERVICES (SEP 1993)
1852.228-76	CROSS-WAIVER OF LIABILITY FOR SPACE STATION ACTIVITIES (DEC 1994)
1852.246-70	MISSION CRITICAL SPACE SYSTEM PERSONNEL RELIABILITY PROGRAM (MAR 1997)
1852.247-71	PROTECTION OF THE FLORIDA MANATEE (MAR 1989)

### H.2 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

This contract incorporates Section K, Representations, Certifications, and Other Statements of Offerors, as set forth in the Contractor's proposal NNJ0408247027R, dated 22 June 09, by reference, with the same force and effect as if it were given in full text.

(End of clause)

### H.3 LEVEL-OF-EFFORT (COST)

- During the term of the contract, the Contractor is obligated to provide not less than 90% nor more than 110% of (b) (4) total direct labor hours.
- (b) "Direct labor hours" are those productive hours expended by Contractor personnel, including subcontracted personnel, in performing work requirements described in the Statement of Work or elsewhere in this contract that are charged as direct labor under the Contractor's established accounting policy and procedures.
- (c) Once the maximum number of direct labor hours is reached or the contract term has ended, the Contractor's requirements under the contract are fulfilled, even though the specified work may not have been completed. The Contractor is not authorized to exceed the maximum of the direct labor hours specified in paragraph (a) unless a bilateral contract modification is executed. Any estimated cost and fee(s) adjustments for any additional direct labor hours shall be based solely upon the quantity of additional hours being added to the maximum number of direct labor hours specified in this clause.
- (d) The fee, if any, is based upon the furnishing of at least the specified minimum number of direct labor hours, including subcontract hours. If the Contractor provides less than that specified minimum number of hours prior to expiration of the contract term, and the Government has not invoked its rights under the

Termination clause of this contract to adjust the contract for such reduced effort, the Contracting Officer may unilaterally make an equitable downward adjustment to the contract fee. The downward adjustment in fee will be based upon the difference between the minimum direct labor hours specified under this clause and the amount of direct labor hours provided by the Contractor. Prior to making such an adjustment, the Contracting Officer will request the Contractor provide a written discussion of any extenuating circumstances (e.g., productivity improvements or reductions in contract scope) which contributed to the underrun. Any information provided by the Contractor will be considered by the Contracting Officer in determining the amount of the downward adjustment in fee.

H.3.1 Johnson Space Center

The number of hours specified in (a)(1) above is revised to read as follows:

- (a) (1) During the term of the contract, the Contractor is obligated to provide not less than 90% nor more than 110% of (b) (4) total direct labor hours.
- H.3.2 Dryden Flight Research Center

The number of hours specified in (a)(1) above is revised to read as follows:

- (a) (1) During the term of the contract, the Contractor is obligated to provide not less than 90% nor more than 110% of (b) (4) total direct labor hours.
- H.3.3 Langley Research Center

The number of hours specified in (a)(1) above is revised to read as follows:

(a) (1) During the term of the contract, the Contractor is obligated to provide not less than 90% nor more than 110% of (b) (4) total direct labor hours.

(End of clause)

H.4 SMALL BUSINESS SUBCONTRACTING GOALS (JSC 52.219-90) (OCT 2006) (Applies to JSC, DFRC, and LaRC)

For purposes of this clause, the terms, "HUBZone Small Business Concern," "Small Disadvantaged Business Concern," "Service-Disabled, Veteran-Owned Small Business Concern, "Veteran-Owned Small Business Concern," "Women-Owned Small Business Concern," and "Historically Black College or University (HBCU)" are defined in paragraph 2.101 of the Federal Acquisition Regulation.

The total small business goal, expressed as a percent of total contract value including options, is 20 percent.. The small business percentage goal, includes the following goals expressed as a percent of total contract value:

Small Business

20 percent

Small Disadvantaged Business Concerns

3 percent

AMENDMENT OF SOLICITATION/MODIFICATION OF			1. CONTRACT   D CODE	PAGE OF PAGE
	NTRACT		and A. Lagranger	1 5
2. AMENDMENT/MOD NO.	3. EFFECTIVE DATE	4. REQUISITION/F	PURCHASE REQ. NO.	5. PROJECT NO
21	See block no. 16C.	42003	371014(PL)	references
NASA I-L SODE		7. ADMINISTERED	BY CODE	
NASA Johnson Space Center Institutional Procurement Office Attn: Nancy Robb/BJ4 Houston, TX 77058-3696		The state of the s		Charles and Annual
8. NAME AND ADDRESS OF CONTRAC CSC Applied Technologies, LLC	TOR (No. Street, County, S	State and ZIP Code)	(9) 9A. AMENDMENT OF NO	F SOLICITATION
6500 West Freeway, Suite 600			9B. DATED (SEE ITE	M 11)
Fort Worth, TX 76116				
			(10) 10A. MOD. OF CONT NNJ09J	
CODE	FACILITY COD	3	10B. DATED (SEE IT	*
1JGQ2	1	JGQ2	8/25/	09
1	HIS ITEM ONLY APPLIES			
The above numbered solicitation is amended a Offers must acknowledge receipt of this amend methods:	s set forth in Item 14. The hou ment prior to the hour and dat	ir and date specified for e specified in the solicita	receipt of Offers (IS OR IS NOT tion or as amended, by one of t	in extended. The following
(a) By completing Items 8 and 15, and return (b) By acknowledging receipt of this amend (c) By separate letter or telegram which inc ACKNOWLEDGMENT TO BE RECEIVED SPECIFIED MAY RESULT IN REJECTION change may be made by telegram or letter, prior to the opening hour and date specified	ludes a reference to the solicit AT THE PLACE DESIGNATE OF YOUR OFFER. If by virtu provided each telegram or let	ation and amendment nu D FOR THE RECEIPT O se of this amendment you	)F OFFERS PRIOR TO THE HO u desire to change an offer aire	adv submitted such
12. ACCOUNTING AND APPROPRIATION	N DATA (if required)		and the second	**************************************
N/A			Financial Manageme	ent
13. THIS ITEM APPLIES ONLY TO MODI CONTRACT/ORDER NO. AS DESCR		CTS/ORDERS, IT MO	DIFIES THE	
A. THIS CHANGE ORDER IS ISSUED P CONTRACT ORDER NO. IN ITEM 10A.	URSUANT TO: (Specify auth	ority) THE CHANGES S	SET FORTH IN ITEM 14 ARE N	AADE IN THE
B. THE ABOVE NUMBERED CONTRAC office, appropriation date, etc.) SET FOR				changes in paying
C. THIS SUPPLEMENTAL AGREEMENT	IS ENTERED INTO PURSUA	ANT TO AUTHORITY OF		
D. OTHER (Specify type of modification a				OFFICE AND ADDRESS OF THE STREET OF THE STRE
Clause F.3 "Option to Extend to				·
	<del>_</del>		copies to the issuing office	
14. DESCRIPTION OF AMENDMENT/MO matter where feasible.)	DIFICATION (Organized b)	/ UCF section neading	gs, including solicitation/con	rract subject
Pursuant to Clause F.3 "Option to Exte	and the Period of Perforn	nance," the Governr	ment hereby exercises Op	tion 2 in the
contract. The modified contract include				
the exercise of Option 2. Revised page		•	<del></del>	
clauses B.3 "Estimated Cost And Awar	rd Fee," F.2 "Period of P	erformance," and H	I.3 "Level-of-Effort (Cost	)."
Except as provided herein, all terms and counchanged and in full force and effect.	onditions of the document of	eferenced in Item 9A	or 10A, as heretofore chang	ed, remains
15A. NAME AND TITLE OF SIGNER (Typ	e or print)	16A. NAME AND TITE	LE OF CONTRACTING OFF	ICER
			Contracting Officer	
15B. CONTRACTOR/OFFEROR	1	16B. UNITED STATES	Trusell 1	DATE SIGNED
(Signature of person authorized to sign)	30-10			IDARD FORM 30 (REV.
NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE	30-12		Pesque	10-83) ES

#### **SECTION B**

### SUPPLIES OR SERVICES AND PRICES/COSTS

### B.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

- FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) -No FAR By-reference clauses in Section B.
- II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) -No NASA By-reference clauses in Section B.

### B.2 SCOPE OF WORK

The Contractor shall provide all personnel, materials, and facilities (except as otherwise provided in the contract) necessary to perform those functions set forth in section C, Statement of Work (SOW), at the Johnson Space Center (JSC) and other locations as specified in the SOW.

(End of clause)

B.3 ESTIMATED COST AND AWARD FEE (NASA 1852.216-85) (SEP 1993)

The estimated cost of this contract is (b) (4) The maximum available award fee, excluding base fee, if any, is (b) (4) The base fee is (b) (4) Total estimated cost, base fee, and maximum award fee are \$159,166,721.62.

- B.3.1 The estimated cost and maximum available award fee for Johnson Space Center, Dryden Flight Research Center, and Langley Research Center are:
- B.3.1.1 The estimated cost of this contract at the Johnson Space Center is (b) (4) The maximum available award fee, excluding base fee, if any, is (b) (4) The base fee is (b) (4) Total estimated cost, base fee, and maximum award fee are \$103,970,098.70.
- B.3.1.2 The estimated cost of this contract at Dryden Flight Research Center is

  (b) (4) The maximum available award fee, excluding base fee, if any, is

  (b) (4) The base fee is \$\frac{(b)(4)}{(b)(4)}\$ Total estimated cost, base fee, and maximum award fee are \$51,223,657.92.
- B.3.1.3 The estimated cost of this contract at Langley Research Center is \$ (b) (4) The maximum available award fee, excluding base fee, if any, is \$ (b) (4) The base fee is \$ (b) (4) Total estimated cost, base fee, and maximum award fee are \$3,972,965.

(End of clause)

### B.4 FUNDING

Funds shall be provided for JSC in B.5 below. For DFRC and LaRC, Delivery Orders with funding shall be issued by the Administrative Contracting Officer for that Center. Funds shall be allotted by the Delivery Order and subsequent modifications, if required. The "Limitation of Funds" clause applies individually to each Center.

## SECTION F DELIVERIES OR PERFORMANCE

### F.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

- I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) 52.242-15 STOP WORK ORDER (AUG 1989)-ALTERNATE I (APR 1984)
- II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) -No NASA By-reference clauses in Section F.

### F.2 PERIOD OF PERFORMANCE

The period of performance of this contract shall be September 1, 2009 through February 29, 2012.

(End of clause)

#### F.3 OPTION TO EXTEND PERIOD OF PERFORMANCE

The Government may require the contractor to continue to perform services under this contract. The Contracting Officer may exercise this option(s) by issuance of a unilateral contract modification 30 days or more before the completion date set forth in Section F.2. Should the option be exercised, the resultant contract will include all terms and conditions of the basic contract as it exists immediately prior to the exercise of the option except for the following changes:

#### Option 1:

- B.3 entitled "ESTIMATED COST AND AWARD FEE" will be modified to reflect the addition of (b) (4) to the estimated cost and \$ (b) (4) to the maximum available award fee.
- B.3.1.1 will be modified to reflect the addition of \$ (b) (4) to the estimated cost and \$ (b) (4) to the maximum available award fee.
- B.3.1.2 will be modified to reflect the addition of \$ (b) (4) to the estimated cost and \$ (b) (4) to the maximum available award fee.
- B.3.1.3 will be modified to reflect the addition of \$\(\frac{(b)(4)}{\}\) to the estimated cost and \$\(\frac{(b)(4)}{\}\) to the maximum available award fee.
- F.2 entitled "PERIOD OF PERFORMANCE" will be modified to state:

#### H.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

No FAR By-reference clauses in Section H.

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)

1852.208-81	RESTRICTIONS ON PRINTING AND DUPLICATING (NOV 2004)
1852.223-76	FEDERAL AUTOMOTIVE STATISTICAL TOOL REPORTING (JUL 2003)
1852.225-70	EXPORT LICENSES (FEB 2000) ALTERNATE I (FEB 2000) (Insert JSC, DFRC, LaRC)
1852.228-71	AIRCRAFT FLIGHT RISKS (DEC 1988)
1852.228-72	CROSS-WAIVER OF LIABILITY FOR SPACE SHUTTLE SERVICES (SEP 1993)
1852.228-76	CROSS-WAIVER OF LIABILITY FOR SPACE STATION ACTIVITIES (DEC 1994)
1852.246-70	MISSION CRITICAL SPACE SYSTEM PERSONNEL RELIABILITY PROGRAM (MAR 1997)
1852.247-71	PROTECTION OF THE FLORIDA MANATEE (MAR 1989)

### H.2 <u>REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS</u>

This contract incorporates Section K, Representations, Certifications, and Other Statements of Offerors, as set forth in the Contractor's proposal NNJ0408247027R, dated 22 June 09, by reference, with the same force and effect as if it were given in full text.

(End of clause)

#### H.3 LEVEL-OF-EFFORT (COST)

- (a) During the term of the contract, the Contractor is obligated to provide not less than 90% nor more than 110% of (b) (4) total direct labor hours.
- (b) "Direct labor hours" are those productive hours expended by Contractor personnel, including subcontracted personnel, in performing work requirements described in the Statement of Work or elsewhere in this contract that are charged as direct labor under the Contractor's established accounting policy and procedures.
- (c) Once the maximum number of direct labor hours is reached or the contract term has ended, the Contractor's requirements under the contract are fulfilled, even though the specified work may not have been completed. The Contractor is not authorized to exceed the maximum of the direct labor hours specified in paragraph (a) unless a bilateral contract modification is executed. Any estimated cost and fee(s) adjustments for any additional direct labor hours shall be based solely upon the quantity of additional hours being added to the maximum number of direct labor hours specified in this clause.
- (d) The fee, if any, is based upon the furnishing of at least the specified minimum number of direct labor hours, including subcontract hours. If the Contractor provides less than that specified minimum number of hours prior to expiration of the contract term, and the Government has not invoked its rights under the

Termination clause of this contract to adjust the contract for such reduced effort, the Contracting Officer may unilaterally make an equitable downward adjustment to the contract fee. The downward adjustment in fee will be based upon the difference between the minimum direct labor hours specified under this clause and the amount of direct labor hours provided by the Contractor. Prior to making such an adjustment, the Contracting Officer will request the Contractor provide a written discussion of any extenuating circumstances (e.g., productivity improvements or reductions in contract scope) which contributed to the underrun. Any information provided by the Contractor will be considered by the Contracting Officer in determining the amount of the downward adjustment in fee.

### H.3.1 Johnson Space Center

The number of hours specified in (a)(1) above is revised to read as follows:

- (a) (1) During the term of the contract, the Contractor is obligated to provide not less than 90% nor more than 110% of (b) (4) total direct labor hours.
- H.3.2 Dryden Flight Research Center

The number of hours specified in (a)(1) above is revised to read as follows:

- (a) (1) During the term of the contract, the Contractor is obligated to provide not less than 90% nor more than 110% of (b) (4) total direct labor hours.
- H.3.3 Langley Research Center

The number of hours specified in (a)(1) above is revised to read as follows:

(a) (1) During the term of the contract, the Contractor is obligated to provide not less than 90% nor more than 110% of (b) (4) total direct labor hours.

(End of clause)

H.4 SMALL BUSINESS SUBCONTRACTING GOALS (JSC 52.219-90) (OCT 2006) (Applies to JSC, DFRC, and LaRC)

For purposes of this clause, the terms, "HUBZone Small Business Concern," "Small Disadvantaged Business Concern," "Service-Disabled, Veteran-Owned Small Business Concern, "Veteran-Owned Small Business Concern," "Women-Owned Small Business Concern," and "Historically Black College or University (HBCU)" are defined in paragraph 2.101 of the Federal Acquisition Regulation.

The total small business goal, expressed as a percent of total contract value including options, is 20 percent. The small business percentage goal, includes the following goals expressed as a percent of total contract value:

Small Business 20 percent

Small Disadvantaged Business Concerns

3 percent

AMENDMENT OF SC	LICITATION/MOD	IFICATION OF	1.	CONTRACT I D CODE	PAGE (	OF PAGE
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2. AMENDMENT/MOD NO.	3. EFFECTIVE DA	1	/PUF	CHASE REQ. NO.	5. PRO.	JECT NO
22	See block no. I	6C.	N/			
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Attn: Nancy Robb/BJ4 Houston, TX 77058-3696		May desired to the second seco				
8. NAME AND ADDRESS OF CONTE	ACTOR (No. Street, Cou	nty, State and ZIP Code)	(9)	9A. AMENDMENT OF	200100	
CSC Applied Technologies, LL 6500 West Freeway, Suite 600	C	·	''	NO NO	- 30000	IAHON
Fort Worth, TX 76116				9B. DATED (SEE ITE	M 11)	**************************************
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( ) A						
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(a) By completing Items 8 and 15, and respectively. (b) By acknowledging receipt of this ammediate of the service of	ON OF YOUR OFFER. If by	virtue of this amendment you	⊮ OFF u desir	ERS PRIOR TO THE HOLE to change an offer alread	JR AND D	ATE
		r letter makes reference to th	e solic	itation and this amendmen	it, and is re	eceived
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3. THIS ITEM APPLIES ONLY TO MO CONTRACT/ORDER NO. AS DESC	INDED BY LEW 14				<del></del>	
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B. THE ABOVE NUMBERED CONTRA office, appropriation date, etc.) SET FC	CT/ORDER IS MODIFIED T	O REFLECT THE ADMINIST	DATK	E CUANOS (	·····	
office, appropriation date, etc.) SET FO	RTH IN ITEM 14, PURSUAN	IT TO THE AUTHORITY OF	FAR 4	3.103(b).	anges in p	aying
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D. OTHER (Specify type of modification	and authority)		····			
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CONTRACTOR OFFEROR	//	16B. UNITED STATES C	F AM		TE SIGNI	
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		7. ADMINISTERED		CODE	
NASA Johnson Space Center Institutional Procurement Office Attn: Nancy Robb/BJ4 Houston, TX 77058-3696				0002	
8. NAME AND ADDRESS OF CONTRAC CSC Applied Technologies LLC	TOR (No. Street, County,	State and ZIP Code)	(9)	9A. AMENDMENT ( NO	OF SOLICITATION
6500 West Freeway, Suite 600 Fort Worth, TX 76116				9B. DATED (SEE IT	EM 11)
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The above numbered solicitation is amended Offers must acknowledge receipt of this amenmethods:  (a) By completing Items 8 and 15, and ret (b) By acknowledging receipt of this amer (c) By separate letter or telegram which in ACKNOWLEDGMENT TO BE RECEIVEL SPECIFIED MAY RESULT IN REJECTIO change may be made by telegram or lette prior to the opening hour and date specific	urning one (1) copy of the ame idment on each copy of the off icludes a reference to the solic  AT THE PLACE DESIGNATI IN OF YOUR OFFER. If by vir ir, provided each telegram or le	endment; er submitted; or itation and amendment r tue of this amendment	ation of number OF OF OF OUT	r as amended, by one of the control	f the following  HOUR AND DATE  ready submitted, such
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Except as provided herein, all terms and unchanged and in full force and effect.	conditions of the documer	nt referenced in Item 9	A or 1	0A, as heretofore cha	anged, remains
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15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		16B. UNITED STAT	ES O	FAMERICA 1	6C. DATE SIGNED
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PREVIOUS EDITION UNUSABLE				Fres	cribed by GSA FAR (48 CFR)

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Shirley F. Ebbesen Director

Division of Wage Determinations

Wage Determination No.: 2005-2048
Revision No.: 12
Date Of Revision: 06/15/2010

State: California

Area: California Counties of Los Angeles, Orange OCCUPATION NOTES:

Heating, Air Conditioning and Refrigeration: Wage rates and fringe benefits can be found on Wage Determinations 1986-0879.

Laundry: Wage rates and fringe benefits can be found on Wage Determination 1977-1297.

**Fringe Benefits Required Follow the Occupational Listing** OCCUPATION CODE - TITLE FOOTNOTE  01000 - Administrative Support And Clerical Occupations  01011 - Accounting Clerk I  01012 - Accounting Clerk II  01013 - Accounting Clerk III  01020 - Administrative Assistant  01040 - Court Reporter  01051 - Data Entry Operator I  01052 - Data Entry Operator II  01060 - Dispatcher, Motor Vehicle  01070 - Document Preparation Clerk  01090 - Duplicating Machine Operator  01111 - General Clerk II  01112 - General Clerk III  01113 - General Clerk III  01114 - Messenger Courier  01191 - Order Clerk I  01192 - Order Clerk II  01192 - Order Clerk II  01206 - Personnel Assistant (Employment) I
01010 - Administrative Support And Clerical Occupations  01011 - Accounting Clerk I  01012 - Accounting Clerk II  01013 - Accounting Clerk III  20.  01020 - Administrative Assistant  01040 - Court Reporter  19.  01051 - Data Entry Operator I  01052 - Data Entry Operator II  01060 - Dispatcher, Motor Vehicle  01070 - Document Preparation Clerk  01090 - Duplicating Machine Operator  01111 - General Clerk I  01112 - General Clerk II  01113 - General Clerk III  01114 - Housing Referral Assistant  01191 - Order Clerk I  01192 - Order Clerk II  01192 - Order Clerk II  01261 - Personnel Assistant (Employment) I
01011 - Accounting Clerk I       15.         01012 - Accounting Clerk II       17.         01013 - Accounting Clerk III       20.         01020 - Administrative Assistant       28.         01040 - Court Reporter       19.         01051 - Data Entry Operator I       12.         01052 - Data Entry Operator II       13.         01060 - Dispatcher, Motor Vehicle       22.         01070 - Document Preparation Clerk       13.         01090 - Duplicating Machine Operator       13.         01111 - General Clerk I       11.         01112 - General Clerk III       14.         01120 - Housing Referral Assistant       21.         01141 - Messenger Courier       11.         01191 - Order Clerk I       16.9         01192 - Order Clerk II       18.6         01261 - Personnel Assistant (Employment) I       18.6
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01192 - Order Clerk II 18.9 01261 - Personnel Assistant (Employment) I 18.0
01261 - Personnel Assistant (Employment) I 18.0
01262 - Personnel Assistant (Employment) II 20.3
01263 - Personnel Assistant (Employment) III 22.
01270 - Production Control Clerk 23.8
01280 - Receptionist
01290 - Rental Clerk
01300 - Scheduler, Maintenance 17.3
01311 - Secretary I
01312 - Secretary II
01313 ~ Secretary III 21.9

01320	- Service Order Dispatcher	19.54
01410	- Supply Technician	26.82
01420	- Survey Worker	19.93
01531	- Travel Clerk I	14.72
01532	- Travel Clerk II	16.02
01533	- Travel Clerk III	17.21
01611	- Word Processor I	15.18
01612	- Word Processor II	16.87
	- Word Processor III	18.76
	Automotive Service Occupations	
	- Automobile Body Repairer, Fiberglass	23.56
	- Automotive Electrician	22.18
	- Automotive Glass Installer	20.84
	- Automotive Worker	20.84
	- Mobile Equipment Servicer	19.16
	- Motor Equipment Metal Mechanic	23.56
	- Motor Equipment Metal Worker	20.84
	- Motor Vehicle Mechanic	23.56
	- Motor Vehicle Mechanic Helper	18.38
	- Motor Vehicle Upholstery Worker	20.40
	- Motor Vehicle Wrecker	20.84
	- Painter, Automotive	22.18
	- Radiator Repair Specialist	20.84
	- Tire Repairer	15.47
	- Transmission Repair Specialist	23.56
	Food Preparation And Service Occupations	
	- Baker	12.28
	- Cook I	12.91
	- Cook II	14.31
	- Dishwasher	10.29
	- Food Service Worker	11.20
	- Meat Cutter	15.92
	- Waiter/Waitress	9.85
	Furniture Maintenance And Repair Occupations	00 45
	- Electrostatic Spray Painter	20.45
0.00-0	- Furniture Handler	13.66
	- Furniture Refinisher	20.45
	- Furniture Refinisher Helper	16.30
	- Furniture Repairer, Minor	18.74
	- Upholsterer	20.45
	General Services And Support Occupations	1 1 D
	- Cleaner, Vehicles	11.76
	- Elevator Operator	11.76
	- Gardener	19.21
	- Housekeeping Aide	12.58
	- Janitor	14.04
	- Laborer, Grounds Maintenance	14.40
	- Maid or Houseman	10.16
	- Pruner	13.27
	- Tractor Operator	17.13
	- Trail Maintenance Worker	14.40
	- Window Cleaner	15.77
	Health Occupations	17 00
	- Ambulance Driver	17.82 17.82
12011	- Breath Alcohol Technician	11.02

### Page 3 of 11

12012 - Certified Occupational Therapist Assistant	26.38
12015 - Certified Physical Therapist Assistant	26.70
12020 - Dental Assistant	17.27
12025 - Dental Hygienist	38.39
12030 - EKG Technician	28.14
12035 - Electroneurodiagnostic Technologist	28.14
12040 - Emergency Medical Technician	17.82
12071 - Licensed Practical Nurse I	18.43
12072 - Licensed Practical Nurse II	20.68
12073 - Licensed Practical Nurse III	23.72
12100 - Medical Assistant	14.82
12130 - Medical Laboratory Technician	19.73
12160 - Medical Record Clerk	16.07
12190 - Medical Record Technician	18.53
12195 - Medical Transcriptionist	19.35
12210 - Nuclear Medicine Technologist	36.54
12221 - Nursing Assistant I	10.19
12222 - Nursing Assistant II	11.46
12223 - Nursing Assistant III	12.50
12224 - Nursing Assistant IV	14.03
12235 - Optical Dispenser	17.00
12236 - Optical Technician	15.71
12250 - Pharmacy Technician	17.83
12280 - Phlebotomist	14.03
12305 - Radiologic Technologist	25.24
12311 - Registered Nurse I	31.47
12312 - Registered Nurse II	38.49
12313 - Registered Nurse II, Specialist	38.49
12314 - Registered Nurse III	48.20
12315 - Registered Nurse III, Anesthetist	48.20
12316 - Registered Nurse IV	57.77
12317 - Scheduler (Drug and Alcohol Testing)	25.09
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	24.83
13012 - Exhibits Specialist II	30.76
13013 - Exhibits Specialist III	37.63
13041 - Illustrator I	27.84
13042 - Illustrator II	34.51
13043 - Illustrator III	42.16
13047 - Librarian	31.80
13050 - Library Aide/Clerk	16.49
13054 - Library Information Technology Systems	28.71
Administrator	
13058 - Library Technician	22.40
13061 - Media Specialist I	20.36
13062 - Media Specialist II	22.76
13063 - Media Specialist III	25.38
13071 - Photographer I	17.95
13072 - Photographer II	20.08
13073 - Photographer III	26.61
13074 - Photographer IV	33.56
13075 - Photographer V	40.61
13110 - Video Teleconference Technician	20.08
14000 - Information Technology Occupations	سه ب ب ب ب
14041 - Computer Operator I	17.82
	± 1 • ₩ 40

14042	- Computer Operator II		19.93
14043	- Computer Operator III		22.89
	- Computer Operator IV		25.73
	- Computer Operator V		27.35
	- Computer Programmer I	(see 1)	27.42
	- Computer Programmer II	(see 1)	
	- Computer Programmer III	(see 1)	
	- Computer Programmer IV	(see 1)	
	- Computer Systems Analyst I	(see 1)	
	- Computer Systems Analyst II	(see 1)	
	- Computer Systems Analyst III	(see 1)	
14150	- Peripheral Equipment Operator		17.82
	- Personal Computer Support Technician		25.73
	Instructional Occupations		
	- Aircrew Training Devices Instructor (Non-Rated)		34.73
15020	- Aircrew Training Devices Instructor (Rated)		42.03
15030	- Air Crew Training Devices Instructor (Pilot)		50.37
	- Computer Based Training Specialist / Instructor	•	34.73
	- Educational Technologist		36.09
15070	- Flight Instructor (Pilot)		50.37
15080	- Graphic Artist		26.72
	- Technical Instructor		25.70
15095	- Technical Instructor/Course Developer		31.47
15110	- Test Proctor		20.77
15120	- Tutor		20.77
19000 -	Machine Tool Operation And Repair Occupations		
19010	- Machine-Tool Operator (Tool Room)		18.52
19040	- Tool And Die Maker		23.95
21000 -	Materials Handling And Packing Occupations		
21020	- Forklift Operator		14.54
21030	- Material Coordinator		23.51
21040	- Material Expediter		23.51
21050	- Material Handling Laborer		13.02
21071	- Order Filler		13.31
21080	- Production Line Worker (Food Processing)		14.54
	- Shipping Packer		15.08
21130	- Shipping/Receiving Clerk		15.08
21140	- Store Worker I		11,53
21150	- Stock Clerk		17.13
21210	- Tools And Parts Attendant		14.54
21410	- Warehouse Specialist		14.54
	Mechanics And Maintenance And Repair Occupations		
	- Aerospace Structural Welder		30.78
	- Aircraft Mechanic I		29.10
23022	- Aircraft Mechanic II		30.78
23023	- Aircraft Mechanic III		31.94
	- Aircraft Mechanic Helper		20.38
	- Aircraft, Painter		24.41
	- Aircraft Servicer		23.55
	- Aircraft Worker		24.58
	- Appliance Mechanic		20.11
	- Bicycle Repairer		15.47
	- Cable Splicer		32.84
	- Carpenter, Maintenance		27.67
	- Carpet Layer		21.12
	* *		,

23160 - Electrician, Maintenance	30.18
23181 - Electronics Technician Maintenance I	23.67
23182 - Electronics Technician Maintenance II	25.21
23183 - Electronics Technician Maintenance III	26.76
23260 - Fabric Worker	23.87
23290 - Fire Alarm System Mechanic	22.33
23310 - Fire Extinguisher Repairer	20.03
23311 - Fuel Distribution System Mechanic	25.94
23312 - Fuel Distribution System Operator	19.83
23370 - General Maintenance Worker	23.26
23380 - Ground Support Equipment Mechanic	29.10
23381 - Ground Support Equipment Servicer	23.55
23382 - Ground Support Equipment Worker	24.58
23391 - Gunsmith I	20.03
23392 - Gunsmith II	23.16
23393 - Gunsmith III	26.19
23430 - Heavy Equipment Mechanic	28.30
23440 - Heavy Equipment Operator	32.18
23460 - Instrument Mechanic	27.13
23465 - Laboratory/Shelter Mechanic	24.67
23470 - Laborer	12.49
23510 - Locksmith	20.69
23530 - Machinery Maintenance Mechanic	27.12
23550 - Machinist, Maintenance	25.41
23580 - Maintenance Trades Helper	14.82
23591 - Metrology Technician I	27.13
23592 - Metrology Technician II	28.74
23593 - Metrology Technician III	31.63
23640 - Millwright	25.45
23710 - Office Appliance Repairer	20.86
23760 - Painter, Maintenance	21.05
23790 - Pipefitter, Maintenance	25.74
23810 - Plumber, Maintenance	24.24
23820 - Pneudraulic Systems Mechanic	26.19
23850 - Rigger	26.81
23870 - Scale Mechanic	23.16
23890 - Sheet-Metal Worker, Maintenance	24.34
23910 - Small Engine Mechanic	18.70
23931 - Telecommunications Mechanic I	26.30
23932 - Telecommunications Mechanic II	27.86
23950 - Telephone Lineman	24.18
23960 - Welder, Combination, Maintenance	19.75
23965 - Well Driller	24.56
23970 - Woodcraft Worker	23.90
23980 - Woodworker	18.49
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	13.05
24580 - Child Care Center Clerk	16.03
24610 - Chore Aide	10.57
24620 - Family Readiness And Support Services	16.03
Coordinator	
24630 - Homemaker	19.21
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	27.59
25040 - Sewage Plant Operator	28.83

### Page 6 of 11

0.505.0		
	- Stationary Engineer	27.59
	- Ventilation Equipment Tender	19.34
	- Water Treatment Plant Operator	28.83
	Protective Service Occupations	
	- Alarm Monitor	23.77
	- Baggage Inspector	13.15
	- Corrections Officer	31.01
	- Court Security Officer	31.00
	- Detection Dog Handler	23.77
	- Detention Officer	31.01
	- Firefighter	29.97
	- Guard I	13.15
	- Guard II	23.77
	- Police Officer I	36.78
	- Police Officer II	40.87
	Recreation Occupations	
	- Carnival Equipment Operator	12.76
	- Carnival Equipment Repairer	13.74
	- Carnival Equpment Worker	9.67
	- Gate Attendant/Gate Tender	14.16
	- Lifeguard	13.48
	- Park Attendant (Aide)	15.83
	- Recreation Aide/Health Facility Attendant	11.56
	- Recreation Specialist	19.61
	- Sports Official	12.61
	- Swimming Pool Operator	16.97
29000 -	Stevedoring/Longshoremen Occupational Services	
	- Blocker And Bracer	23.42
	- Hatch Tender	23.42
	- Line Handler	23.42
	- Stevedore I	21.88
	- Stevedore II	24.95
	Technical Occupations	
	- Air Traffic Control Specialist, Center (HFO) (see 2)	39.85
	- Air Traffic Control Specialist, Station (HFO) (see 2)	27.98
	- Air Traffic Control Specialist, Terminal (HFO) (see 2)	30.26
	- Archeological Technician I	22.52
	- Archeological Technician II	24.21
	- Archeological Technician III	34.46
	- Cartographic Technician	34.46
30040	- Civil Engineering Technician	30.78
	- Drafter/CAD Operator I	24.86
30062	- Drafter/CAD Operator II	27.81
	- Drafter/CAD Operator III	31.00
	- Drafter/CAD Operator IV	38.15
	- Engineering Technician I	19.68
	- Engineering Technician II	22.09
	- Engineering Technician III	24.70
	- Engineering Technician IV	30.60
	- Engineering Technician V	37.43
	- Engineering Technician VI	45.29
	- Environmental Technician	27.72
	- Laboratory Technician	23.13
	- Mathematical Technician	33.92
30361	- Paralegal/Legal Assistant I	21.83

30362 - Paralegal/Legal Assistant II	27.04
30363 - Paralegal/Legal Assistant III	33.08
30364 - Paralegal/Legal Assistant IV	40.03
30390 - Photo-Optics Technician	33.92
30461 - Technical Writer I	23.62
30462 - Technical Writer II	28.89
30463 - Technical Writer III	34.96
30491 - Unexploded Ordnance (UXO) Technician I	25.32
30492 - Unexploded Ordnance (UXO) Technician II	30.64
30493 - Unexploded Ordnance (UXO) Technician III	36.72
30494 - Unexploded (UXO) Safety Escort	25.32
30495 - Unexploded (UXO) Sweep Personnel	25.32
30620 - Weather Observer, Combined Upper Air Or (see	2) 30.42
Surface Programs	
30621 - Weather Observer, Senior (see	
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	13.63
31030 - Bus Driver	19,62
31043 - Driver Courier	13.27
31260 - Parking and Lot Attendant	9.39
31290 - Shuttle Bus Driver	14.48
31310 - Taxi Driver	13.23
31361 - Truckdriver, Light	14.48
31362 - Truckdriver, Medium	20.63
31363 - Truckdriver, Heavy	21.78
31364 - Truckdriver, Tractor-Trailer	21.78
99000 - Miscellaneous Occupations	22,,4
99030 - Cashier	12.13
99050 - Desk Clerk	12.65
99095 - Embalmer	23.19
99251 - Laboratory Animal Caretaker I	11.02
99252 - Laboratory Animal Caretaker II	12.08
99310 - Mortician	34.35
99410 - Pest Controller	15.19
99510 - Photofinishing Worker	16.36
99710 - Recycling Laborer	21.03
99711 - Recycling Specialist	24.67
99730 - Refuse Collector	
99810 - Sales Clerk	18.76
99820 - School Crossing Guard	17.13
99830 - Survey Party Chief	9.51
99831 - Surveying Aide	37.97
99832 - Surveying Technician	21.26
99840 - Vending Machine Attendant	27.95
99841 - Vending Machine Repairer	12.77
99842 - Vending Machine Repairer 99842 - Vending Machine Repairer Helper	15.42
22042 - Vending machine Repairer neiper	12.77

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension

plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$3.50 per hour computed on the basis of all hours worked by service employees employed on the contract.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541. 400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
- (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
- (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
- (4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).
- 2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential

and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordance, explosives, and incendiary material differential pay.

#### \*\* UNIFORM ALLOWANCE \*\*

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the

"Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at http://www.dol.gov/esa/whd/ or through the Wage Determinations On-Line (WDOL) Web site at http://wdol.gov/.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

#### Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Shirley F. Ebbesen Director

Division of Wage Determinations

Wage Determination No.: 2005-2512 Revision No.: 13

Date Of Revision: 06/21/2010

States: New Mexico, Texas

Area: New Mexico Counties of Chaves, Dona Ana, Eddy, Grant, Hidalgo, Lincoln,

Luna, Otero, Sierra

Texas Counties of Culberson, El Paso, Hudspeth

**Fringe Benefits Required Follow the Occupational Listing	J**
OCCUPATION CODE - TITLE FOOTNOTE	RATE
1000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	12.78
01012 - Accounting Clerk II	14.46
01013 - Accounting Clerk III	16.18
01020 - Administrative Assistant	17.66
01040 - Court Reporter	15.70
01051 - Data Entry Operator I	9.57
01052 - Data Entry Operator II	10.56
01060 - Dispatcher, Motor Vehicle	13.41
01070 - Document Preparation Clerk	11.19
01090 - Duplicating Machine Operator	11.19
01111 - General Clerk I	9.61
01112 - General Clerk II	10.49
01113 - General Clerk III	11,77
01120 - Housing Referral Assistant	14.98
01141 - Messenger Courier	8.76
01191 - Order Clerk I	10.48
01192 - Order Clerk II	11.44
01261 - Personnel Assistant (Employment) I	12.80
01262 - Personnel Assistant (Employment) II	14.44
01263 - Personnel Assistant (Employment) III	15.99
01270 - Production Control Clerk	16.69
01280 - Receptionist	9.47
01290 - Rental Clerk	10.50
01300 - Scheduler, Maintenance	12.00
01311 - Secretary I	12.01
01312 - Secretary II	13.43
01313 - Secretary III	14.98
01320 - Service Order Dispatcher	11.77
01410 - Supply Technician	17.23
01420 - Survey Worker	13.70
01531 - Travel Clerk I	11.16

	- Travel Clerk II	12.20
	- Travel Clerk III	13.00
	- Word Processor I	12.87
	- Word Processor II	14.45
	- Word Processor III	16.16
	Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	16,41
	- Automotive Electrician	15.40
	- Automotive Glass Installer	14.37
	- Automotive Worker	14.37
	- Mobile Equipment Servicer	12.32
05130	- Motor Equipment Metal Mechanic	16.41
05160	- Motor Equipment Metal Worker	14.37
05190	- Motor Vehicle Mechanic	17.31
05220	- Motor Vehicle Mechanic Helper	11.29
	- Motor Vehicle Upholstery Worker	13.34
	- Motor Vehicle Wrecker	14.37
05310	- Painter, Automotive	15.40
	- Radiator Repair Specialist	14.37
	- Tire Repairer	11.33
	- Transmission Repair Specialist	
	Food Preparation And Service Occupations	16.41
	- Baker	10 F1
	- Cook I	10.51
	- Cook II	9.61
	- Dishwasher	11.41
	- Food Service Worker	7.37
	- Meat Cutter	8.06
	- Waiter/Waitress	11.04
	Furniture Maintenance And Repair Occupations	7.30
00000	- Electrostatic Spray Painter	
	- Furniture Handler	15.73
	- Furniture Refinisher	8.80
		15.73
09090	- Furniture Refinisher Helper	11.05
	- Furniture Repairer, Minor	13.15
	- Upholsterer	15.73
	General Services And Support Occupations	
	- Cleaner, Vehicles	8.07
	- Elevator Operator	8.07
	- Gardener	12.04
	- Housekeeping Aide	9.02
	- Janitor	9.02
	- Laborer, Grounds Maintenance	9.02
	- Maid or Houseman	7.74
	- Pruner	7.79
11270	- Tractor Operator	11.51
11330	- Trail Maintenance Worker	9.02
11360	- Window Cleaner	10.45
12000 -	Health Occupations	
12010	- Ambulance Driver	12.83
12011	- Breath Alcohol Technician	14.94
	- Certified Occupational Therapist Assistant	22.21
	- Certified Physical Therapist Assistant	21.09
	A CONTRACTOR OF THE STATE OF TH	21.09

12020 - Dental Assistant	12.61
12025 - Dental Hygienist	27.43
12030 - EKG Technician	25.42
12035 - Electroneurodiagnostic Technologist	25.42
12040 - Emergency Medical Technician	12.83
12071 - Licensed Practical Nurse I	16.95
12072 - Licensed Practical Nurse II	18.96
12073 - Licensed Practical Nurse III	21.15
12100 - Medical Assistant	10.86
12130 - Medical Laboratory Technician	13.77
12160 - Medical Record Clerk	13.27
12190 - Medical Record Technician	14.84
12195 - Medical Transcriptionist	14.31
12210 - Nuclear Medicine Technologist	33.37
12221 - Nursing Assistant I	9.26
12222 - Nursing Assistant II	10.41
12223 - Nursing Assistant III	11.36
12224 - Nursing Assistant IV	12.75
12235 - Optical Dispenser	11.21
12236 - Optical Technician	9.30
12250 - Pharmacy Technician 12280 - Phlebotomist	13.41
	13.52
12305 - Radiologic Technologist	23.81
12311 - Registered Nurse I 12312 - Registered Nurse II	23.99
	28.64
12313 - Registered Nurse II, Specialist 12314 - Registered Nurse III	28.64
<u> </u>	34.65
12315 - Registered Nurse III, Anesthetist 12316 - Registered Nurse IV	34.65
12316 - Registered Nurse IV 12317 - Scheduler (Drug and Alcohol Testing)	41.55 21.37
13000 - Information And Arts Occupations	21.3/
13011 - Exhibits Specialist I	19.15
13012 - Exhibits Specialist II	23.08
13013 - Exhibits Specialist III	27.03
13041 - Illustrator I	19.15
13042 - Illustrator II	23.08
13042 - Illustrator III	27.03
13047 - Librarian	24.46
13050 - Library Aide/Clerk	11.49
13054 - Library Information Technology Systems	22.09
Administrator	22.00
13058 - Library Technician	17.24
13061 - Media Specialist I	15.83
13062 - Media Specialist II	17.83
13063 - Media Specialist III	19.88
13071 - Photographer I	12.93
13072 - Photographer II	16.45
13073 - Photographer III	20.57
13074 - Photographer IV	24.45
13075 - Photographer V	27.88
13110 - Video Teleconference Technician	14.70
14000 - Information Technology Occupations	14./0
14041 - Computer Operator I	13.67
TIOIT COMPACEL SECTION I	13.07

	- Computer Operator II		15.46
	- Computer Operator III		17.25
	- Computer Operator IV		19.17
14045	- Computer Operator V		21.22
14071	- Computer Programmer I	(see 1)	21.43
14072	- Computer Programmer II	(see 1)	26.56
14073	- Computer Programmer III	(see 1)	
	- Computer Programmer IV	(see 1)	
14101	- Computer Systems Analyst I	(see 1)	
14102	- Computer Systems Analyst II	(see 1)	
	- Computer Systems Analyst III	(see 1)	
	- Peripheral Equipment Operator		13.67
14160	- Personal Computer Support Technician		22.41
	Instructional Occupations		
15010	- Aircrew Training Devices Instructor (Non-Rated)		26.13
15020	- Aircrew Training Devices Instructor (Rated)		32.14
15030	- Air Crew Training Devices Instructor (Pilot)		37.89
15050	- Computer Based Training Specialist / Instructor		26.13
15060	- Educational Technologist		32.13
	- Flight Instructor (Pilot)		37.89
	- Graphic Artist		19.52
15090	- Technical Instructor		18.06
15095	- Technical Instructor/Course Developer		22.09
	- Test Proctor		14.58
15120	- Tutor		14.58
16000 -	Laundry, Dry-Cleaning, Pressing And Related Occupa	ations	14.50
16010	- Assembler		7.64
16030	- Counter Attendant		7.64
16040	- Dry Cleaner		9.31
16070	- Finisher, Flatwork, Machine		7.64
	- Presser, Hand		7.64
16110	- Presser, Machine, Drycleaning		7.64
	- Presser, Machine, Shirts		7.64
16160	- Presser, Machine, Wearing Apparel, Laundry		7.64
16190	- Sewing Machine Operator		9.84
	- Tailor		10.41
16250	- Washer, Machine		8.19
19000 -	Machine Tool Operation And Repair Occupations		0.13
19010	- Machine-Tool Operator (Tool Room)		15.73
	- Tool And Die Maker		20.26
21000 -	Materials Handling And Packing Occupations		20,20
21020	- Forklift Operator		10.91
	- Material Coordinator		16.69
21040	- Material Expediter		16.69
	- Material Handling Laborer		9.14
	- Order Filler		10.49
	- Production Line Worker (Food Processing)		10.49
21110	- Shipping Packer		10.48
	- Shipping/Receiving Clerk		10.49
	- Store Worker I		8.93
21150	- Stock Clerk		12.82
	- Tools And Parts Attendant		10.91
	- Warehouse Specialist		10.91
	-		

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23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	20 14
23021 - Aircraft Mechanic I	26.14
23022 - Aircraft Mechanic II	23.82
23023 - Aircraft Mechanic III	26.14
23040 - Aircraft Mechanic Helper	27.45
23050 - Aircraft, Painter	16.39
23060 - Aircraft Servicer	18.67
23080 - Aircraft Worker	19.25
23110 - Appliance Mechanic	20.78
23120 - Bicycle Repairer	16.14
23125 - Cable Splicer	11.33
23130 - Carpenter, Maintenance	21.87
23140 - Carpet Layer	15.73
23160 - Electrician, Maintenance	14.64
23181 - Electronics Technician Maintenance I	19.20
23182 - Electronics Technician Maintenance II	19.57
23183 - Electronics Technician Maintenance III	21.02
23260 - Fabric Worker	22.67
23290 - Fire Alarm System Mechanic	13.46
23310 - Fire Extinguisher Repairer	16.62
23311 - Fuel Distribution System Mechanic	12.26
23312 - Fuel Distribution System Mechanic	19.79
23370 - General Maintenance Worker	15.20
23380 - Ground Support Equipment Mechanic	14.64
23381 - Ground Support Equipment Mechanic 23381 - Ground Support Equipment Servicer	23.82
23382 - Ground Support Equipment Worker	19.25
23391 - Gunsmith I	20.78
23392 - Gunsmith II	12.26
23393 - Gunsmith III	14.64
	16.96
23410 - Heating, Ventilation And Air-Conditioning Mechanic	16.12
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	17.24
23430 - Heavy Equipment Mechanic	
	17.80
23440 - Heavy Equipment Operator	16.96
23460 - Instrument Mechanic	18.50
23465 - Laboratory/Shelter Mechanic 23470 - Laborer	15.73
	9.14
23510 - Locksmith	15.73
23530 - Machinery Maintenance Mechanic	16.96
23550 - Machinist, Maintenance	16.31
23580 - Maintenance Trades Helper	11.27
23591 - Metrology Technician I	18.50
23592 - Metrology Technician II	19.66
23593 - Metrology Technician III	20.93
23640 - Millwright	17.46
23710 - Office Appliance Repairer	15.62
23760 - Painter, Maintenance	16.14
23790 - Pipefitter, Maintenance	17.63
23810 - Plumber, Maintenance	16.55
23820 - Pneudraulic Systems Mechanic	16.96
23850 - Rigger	16.96

# Page 6 of 11

23870 - Scale Mechanic	14.64
23890 - Sheet-Metal Worker, Maintenance	16.83
23910 - Small Engine Mechanic	14.64
23931 - Telecommunications Mechanic I	21.99
23932 - Telecommunications Mechanic II	23,51
23950 - Telephone Lineman	19.48
23960 - Welder, Combination, Maintenance	16.96
23965 - Well Driller	16.96
23970 - Woodcraft Worker	16.96
23980 - Woodworker	12.26
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	8.41
24580 - Child Care Center Clerk	10.49
24610 - Chore Aide	8.29
24620 - Family Readiness And Support Services	11.01
Coordinator	
24630 - Homemaker	12.70
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	19.71
25040 - Sewage Plant Operator	17.19
25070 - Stationary Engineer	18.43
25190 - Ventilation Equipment Tender	12.83
25210 - Water Treatment Plant Operator	17.19
27000 - Protective Service Occupations 27004 - Alarm Monitor	
	15.20
27007 - Baggage Inspector 27008 - Corrections Officer	10.38
	18.66
27010 - Court Security Officer 27030 - Detection Dog Handler	18.66
27030 - Detection Dog Handler 27040 - Detention Officer	14.84
27070 - Firefighter	18.66
27101 - Guard I	19.83
27101 - Guard II	10.38
27131 - Police Officer I	14.84
27132 - Police Officer II	21.41
28000 - Recreation Occupations	23.78
28041 - Carnival Equipment Operator	
28042 - Carnival Equipment Repairer	11.64
28043 - Carnival Equipment Worker	12.69
28210 - Gate Attendant/Gate Tender	8.45
28310 - Lifeguard	13.37
28350 - Park Attendant (Aide)	11.90
28510 - Recreation Aide/Health Facility Attendant	14.96
28515 - Recreation Specialist	10.92
28630 - Sports Official	14.10
28690 - Swimming Pool Operator	11.92
29000 - Stevedoring/Longshoremen Occupational Services	16.36
29010 - Blocker And Bracer	* - 0 -
29020 - Hatch Tender	17.06
29030 - Line Handler	17.06
29041 - Stevedore I	17.06
29042 - Stevedore II	15.68
30000 - Technical Occupations	18.98
1000 Toomitout occupactous	

30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021 - Archeological Technician I	18.13
30022 - Archeological Technician II	20.27
30023 - Archeological Technician III	25.11
30030 - Cartographic Technician	25.12
30040 - Civil Engineering Technician	19,04
30061 - Drafter/CAD Operator I	15.03
30062 - Drafter/CAD Operator II	16.81
30063 - Drafter/CAD Operator III	19.99
30064 - Drafter/CAD Operator IV	26.25
30081 - Engineering Technician I	15.71
30082 - Engineering Technician II	17.63
30083 - Engineering Technician III	20.27
30084 - Engineering Technician IV	24.96
30085 - Engineering Technician V	29.90
30086 - Engineering Technician VI	36.17
30090 - Environmental Technician	19.33
30210 - Laboratory Technician	19.91
30240 - Mathematical Technician	24.90
30361 - Paralegal/Legal Assistant I	16.54
30362 - Paralegal/Legal Assistant II	20.49
30363 - Paralegal/Legal Assistant III	25.07
30364 - Paralegal/Legal Assistant IV	30.33
30390 - Photo-Optics Technician	22.90
30461 - Technical Writer I	
30462 - Technical Writer II	26.05
30463 - Technical Writer III	31.87
30491 - Unexploded Ordnance (UXO) Technician I	38.56
30492 - Unexploded Ordnance (UXO) Technician II	22.74
30493 - Unexploded Ordnance (UXO) Technician III	27.51
30494 - Unexploded (UXO) Safety Escort	32.97
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or (see 3)	22.74
Surface Programs	19.99
20021 North of the second of th	
30621 - Weather Observer, Senior (see 3) 31000 - Transportation/Mobile Equipment Operation Occupations	20.83
31020 - Bus Aide	
31030 - Bus Driver	9.98
31043 - Driver Courier	15.52
31260 - Parking and Lot Attendant	11.32
31290 - Shuttle Bus Driver	7.85
31310 - Taxi Driver	12.39
31361 - Truckdriver, Light	10.33
31362 - Truckdriver, Medium	12.39
31363 - Truckdriver, Medium 31363 - Truckdriver, Heavy	14.19
21264 Tryandriver, Heavy	17.82
31364 - Truckdriver, Tractor-Trailer	17.82
99000 - Miscellaneous Occupations 99030 - Cashier	
	7.93
99050 - Desk Clerk	10.35
99095 - Embalmer	22.74
99251 - Laboratory Animal Caretaker I	9.70

99410 - Pest Controller       14.8         99510 - Photofinishing Worker       11.9         99710 - Recycling Laborer       11.2         99711 - Recycling Specialist       14.3         99730 - Refuse Collector       9.7         99810 - Sales Clerk       10.1         99820 - School Crossing Guard       8.4         99830 - Survey Party Chief       17.0         99831 - Surveying Aide       11.8         99832 - Surveying Technician       13.9         99840 - Vending Machine Attendant       9.8         99841 - Vending Machine Repairer       12.5         99842 - Vending Machine Repairer Helper       9.8
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### ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$3.50 per hour computed on the basis of all hours worked by service employees employed on the contract.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

### THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541. 400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey

data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
- (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
- (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
- (4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).
- 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the

employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordance, explosives, and incendiary material differential pay.

#### \*\* UNIFORM ALLOWANCE \*\*

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at http://www.dol.gov/esa/whd/ or through the Wage Determinations On-Line (WDOL) Web site at http://wdol.gov/.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE  $\{Standard\ Form\ 1444\ (SF\ 1444)\}$ 

#### Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es)

of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

WD 05-2544 (Rev.-12) was first posted on www.wdol.gov on 06/22/2010

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REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Wage Determination No.: 2005-2544

Shirley F. Ebbesen Division of Revision No.: 12

Director Wage Determinations | Date Of Revision: 06/15/2010

States: North Carolina, Virginia

Area: North Carolina Counties of Camden, Chowan, Currituck, Gates, Pasquotank, Perquimans

Virginia Counties of Chesapeake, Gloucester, Hampton, Isle of Wight, James City, Mathews, Newport News, Norfolk, Poquoson, Portsmouth, Southampton, Suffolk, Surry, Virginia Beach, Williamsburg, York

**Fringe Benefits Required Follow the Occupational Listing**	
OCCUPATION CODE - TITLE FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	14.03
01012 - Accounting Clerk II	15.74
01013 - Accounting Clerk III	17.61
01020 - Administrative Assistant	22.28
01040 - Court Reporter	17.11
01051 - Data Entry Operator I	11.94
01052 - Data Entry Operator II	13.90
01060 - Dispatcher, Motor Vehicle	16.01
01070 - Document Preparation Clerk	13.21
01090 - Duplicating Machine Operator	13.21
01111 - General Clerk I	12.08
01112 - General Clerk II	13.78
01113 - General Clerk III	15.47
01120 - Housing Referral Assistant	19.08
01141 - Messenger Courier	12.22
01191 - Order Clerk I	13.46
01192 - Order Clerk II	17.61
01261 - Personnel Assistant (Employment) I	16.22
01262 - Personnel Assistant (Employment) II	18.14
01263 - Personnel Assistant (Employment) III	20.23
01270 - Production Control Clerk	23.57
01280 - Receptionist	12.28
01290 - Rental Clerk	14.15
01300 - Scheduler, Maintenance	15.30
01311 - Secretary I	15.30
01312 - Secretary II	17.11
01313 - Secretary III	19.08
01320 - Service Order Dispatcher	15.37
01410 - Supply Technician	22.28
01420 - Survey Worker	13.82
01531 - Travel Clerk I	11.49

	- Travel Clerk II	12.26
01533	- Travel Clerk III	13.09
01611	- Word Processor I	13.38
01612	- Word Processor II	15.02
01613	- Word Processor III	16.80
05000 -	Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	23.47
05010	- Automotive Electrician	21.03
05040	- Automotive Glass Installer	20.09
05070	- Automotive Worker	20.09
05110	- Mobile Equipment Servicer	18.15
05130	- Motor Equipment Metal Mechanic	22.02
05160	- Motor Equipment Metal Worker	20.09
05190	- Motor Vehicle Mechanic	22.02
05220	- Motor Vehicle Mechanic Helper	17.13
05250	- Motor Vehicle Upholstery Worker	19.10
05280	- Motor Vehicle Wrecker	20.09
05310	- Painter, Automotive	21.03
05340	- Radiator Repair Specialist	19.10
05370	- Tire Repairer	13.37
05400	- Transmission Repair Specialist	22.02
07000 -	Food Preparation And Service Occupations	
07010	- Baker	11.48
07041	- Cook I	10.11
07042	- Cook II	11.21
07070	- Dishwasher	8.12
07130	- Food Service Worker	9.74
07210	- Meat Cutter	15.33
07260	- Waiter/Waitress	8.80
09000 -	Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	21.23
09040	- Furniture Handler	14.67
09080	- Furniture Refinisher	17.63
09090	- Furniture Refinisher Helper	14.36
09110	- Furniture Repairer, Minor	16.02
09130	- Upholsterer	18.34
11000 -	General Services And Support Occupations	
11030	- Cleaner, Vehicles	11.41
11060	- Elevator Operator	11.41
11090	- Gardener	13.67
11122	- Housekeeping Aide	11.92
11150	- Janitor	11.92
11210	- Laborer, Grounds Maintenance	11.41
11240	- Maid or Houseman	8.93
11260	- Pruner	11.63
11270	- Tractor Operator	12.88
	- Trail Maintenance Worker	11.41
	- Window Cleaner	12.64
	Health Occupations	
	- Ambulance Driver	16.84
	- Breath Alcohol Technician	16.09
	- Certified Occupational Therapist Assistant	24.34
	- Certified Physical Therapist Assistant	24.89
	- Dental Assistant	15.56
	- Dental Hygienist	33.25
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	- EKG Technician	23.73
	- Electroneurodiagnostic Technologist	23.73
	- Emergency Medical Technician	16.84
	- Licensed Practical Nurse I	14.39
	- Licensed Practical Nurse II	16.09
	- Licensed Practical Nurse III	17.95
	- Medical Assistant	13.48
	- Medical Laboratory Technician	17.16
	- Medical Record Clerk	13.96
	- Medical Record Technician	15.61
	- Medical Transcriptionist	14.13
	- Nuclear Medicine Technologist	30.53
	- Nursing Assistant I	9.46
	- Nursing Assistant II	10.27
	- Nursing Assistant III	11.21
	- Nursing Assistant IV	12.58
	- Optical Dispenser	18.17
	~ Optical Technician	15.08
	- Pharmacy Technician	17.33
	- Phlebotomist	12.58
	- Radiologic Technologist	25.40
	- Registered Nurse I	24.37
	- Registered Nurse II	29.81
	- Registered Nurse II, Specialist	29.81
	- Registered Nurse III	36.07
	- Registered Nurse III, Anesthetist	36.07
	- Registered Nurse IV	43,23
	- Scheduler (Drug and Alcohol Testing)	19.54
	Information And Arts Occupations	
	- Exhibits Specialist I	20.46
	- Exhibits Specialist II	25.36
	- Exhibits Specialist III	29.19
	- Illustrator I	20.00
	- Illustrator II	24.56
	- Illustrator III	29.80
	- Librarian	32.67
	- Library Aide/Clerk	10.41
	- Library Information Technology Systems	23.82
	istrator	پدريسبر سريہ
	- Library Technician	16.78
	- Media Specialist I	16.68
	- Media Specialist II	18.66
	- Media Specialist III	20.80
	- Photographer I	13.93
	- Photographer II	18.46
	- Photographer III	22.43
	- Photographer IV	24.90
	- Photographer V	30.14
	- Video Teleconference Technician	15.93
	Information Technology Occupations	35 56
	- Computer Operator I	15.56
	- Computer Operator II	17.40
	- Computer Operator III	19.41
	- Computer Operator IV	21.57
14045	- Computer Operator V	23.88

14071	- Computer Programmer I	(see	1)	20.07
	- Computer Programmer II	(see	1)	24.57
	- Computer Programmer III	(see	1)	
14074	- Computer Programmer IV	(see	1)	
14101	- Computer Systems Analyst I	(see	1)	
14102	- Computer Systems Analyst II	(see	1)	
14103	- Computer Systems Analyst III	(see	1)	
14150	- Peripheral Equipment Operator			15.56
14160	- Personal Computer Support Technician			21.57
15000 -	Instructional Occupations			
	- Aircrew Training Devices Instructor (Non-Rated)	)		33.24
15020	- Aircrew Training Devices Instructor (Rated)			40.21
	- Air Crew Training Devices Instructor (Pilot)			48.04
	- Computer Based Training Specialist / Instructor	r		32.44
15060	- Educational Technologist			29.72
15070	- Flight Instructor (Pilot)			48.04
15080	- Graphic Artist			24.28
15090	- Technical Instructor			20.94
15095	- Technical Instructor/Course Developer			25.61
15110	- Test Proctor			17.61
	- Tutor			17.61
16000 -	Laundry, Dry-Cleaning, Pressing And Related Occup	pation	ns	
16010	- Assembler			8.54
16030	- Counter Attendant			8.54
16040	- Dry Cleaner			10.70
16070	- Finisher, Flatwork, Machine			8.54
16090	- Presser, Hand			8.54
16110	- Presser, Machine, Drycleaning			8.54
16130	- Presser, Machine, Shirts			8.54
16160	- Presser, Machine, Wearing Apparel, Laundry			8.54
16190	- Sewing Machine Operator			11.44
16220	- Tailor			12.22
16250	- Washer, Machine			9.27
19000 -	Machine Tool Operation And Repair Occupations			
19010	- Machine-Tool Operator (Tool Room)			23.51
19040	- Tool And Die Maker			24.69
21000 -	Materials Handling And Packing Occupations			
21020	- Forklift Operator			15.55
21030	- Material Coordinator			23.57
21040	- Material Expediter			23.57
21050	- Material Handling Laborer			11.27
21071	- Order Filler			11.49
21080	- Production Line Worker (Food Processing)			15.55
21110	- Shipping Packer			13.83
21130	- Shipping/Receiving Clerk			13.83
21140	- Store Worker I			12.41
21150	- Stock Clerk			15.52
21210	- Tools And Parts Attendant			15.55
21410	- Warehouse Specialist			15.55
	Mechanics And Maintenance And Repair Occupations			
	- Aerospace Structural Welder			23.29
23021	- Aircraft Mechanic I			22.18
23022	- Aircraft Mechanic II			23.29
23023	- Aircraft Mechanic III			24.37
23040	- Aircraft Mechanic Helper			16.35

23050 - Aircraft, Painter	20.20
23060 - Aircraft Servicer	18.22
23080 - Aircraft Worker	19.17
23110 - Appliance Mechanic	19.24
23120 - Bicycle Repairer	14.43
23125 - Cable Splicer	23.93
23130 - Carpenter, Maintenance	19.24
23140 - Carpet Layer	18.79
23160 - Electrician, Maintenance	21.90
	22.38
23181 - Electronics Technician Maintenance I	
23182 - Electronics Technician Maintenance II	23.53
23183 - Electronics Technician Maintenance III	24.70
23260 - Fabric Worker	17.81
23290 - Fire Alarm System Mechanic	20.20
23310 - Fire Extinguisher Repairer	16.50
23311 - Fuel Distribution System Mechanic	20.48
23312 - Fuel Distribution System Operator	16.73
23370 - General Maintenance Worker	18.30
23380 - Ground Support Equipment Mechanic	22.18
23381 - Ground Support Equipment Servicer	18.22
23382 - Ground Support Equipment Worker	19.17
23391 - Gunsmith I	
	16.50
23392 - Gunsmith II	18.33
23393 - Gunsmith III	20.20
23410 - Heating, Ventilation And Air-Conditioning	20.20
Mechanic	
23411 - Heating, Ventilation And Air Contditioning	21.31
Mechanic (Research Facility)	
23430 - Heavy Equipment Mechanic	20.03
23440 - Heavy Equipment Operator	20.20
23460 - Instrument Mechanic	19.24
23465 - Laboratory/Shelter Mechanic	11.27
23470 - Laborer	11.27
23510 - Locksmith	
	19.31
23530 - Machinery Maintenance Mechanic	20.28
23550 - Machinist, Maintenance	19.32
23580 - Maintenance Trades Helper	16.29
23591 - Metrology Technician I	21.03
23592 - Metrology Technician II	22.04
23593 - Metrology Technician III	22.96
23640 - Millwright	25.71
23710 - Office Appliance Repairer	19.24
23760 - Painter, Maintenance	19.24
23790 - Pipefitter, Maintenance	20.23
23810 - Plumber, Maintenance	19.31
23820 - Pneudraulic Systems Mechanic	20.20
23850 - Rigger	20.52
23870 - Scale Mechanic	18.30
23890 - Sheet-Metal Worker, Maintenance	20.20
23910 - Small Engine Mechanic	19.24
23931 - Telecommunications Mechanic I	23.97
23932 - Telecommunications Mechanic II	25.18
23950 - Telephone Lineman	22.88
23960 - Welder, Combination, Maintenance	19.47
23965 - Well Driller	19.93

23970	- Woodcraft Worker	20.20
23980	- Woodworker	16.50
24000 -	Personal Needs Occupations	
24570	- Child Care Attendant	9.58
24580	- Child Care Center Clerk	13.48
24610	- Chore Aide	7.66
24620	- Family Readiness And Support Services	13.31
	inator	
24630	- Homemaker	14.24
25000 -	Plant And System Operations Occupations	
	- Boiler Tender	20.80
	- Sewage Plant Operator	20.01
	- Stationary Engineer	20.80
	- Ventilation Equipment Tender	15.80
	- Water Treatment Plant Operator	20.01
	Protective Service Occupations	
	- Alarm Monitor	16.96
	- Baggage Inspector	12.01
	- Corrections Officer	18.71
	- Court Security Officer	20.29
	- Detection Dog Handler	15.31
	- Detention Officer	18.71
	- Firefighter	19.65
	- Guard I	12.01
	- Guard II	15.31
	- Police Officer I	22.07
	- Police Officer II	24.52
		24.54
	Recreation Occupations	10.47
	- Carnival Equipment Operator	
	- Carnival Equipment Repairer	10.99 8.21
	- Carnival Equpment Worker	14.30
	- Gate Attendant/Gate Tender	
	- Lifeguard	12.22
	- Park Attendant (Aide)	15.60
	- Recreation Aide/Health Facility Attendant	11.68
	- Recreation Specialist	19.83
	- Sports Official	12.75
	- Swimming Pool Operator	15.63
	Stevedoring/Longshoremen Occupational Services	
	- Blocker And Bracer	20.73
	- Hatch Tender	20.73
	- Line Handler	20.73
	- Stevedore I	19.71
	- Stevedore II	21.80
	Technical Occupations	
	- Air Traffic Control Specialist, Center (HFO) (see	
	- Air Traffic Control Specialist, Station (HFO) (see	
	- Air Traffic Control Specialist, Terminal (HFO) (see	
	- Archeological Technician I	18.28
	- Archeological Technician II	19.03
	- Archeological Technician III	25.14
	- Cartographic Technician	26.68
	- Civil Engineering Technician	25.15
	- Drafter/CAD Operator I	18.85
30062	- Drafter/CAD Operator II	21.09

30063 - Drafter/CAD Operator III		23.52
30064 - Drafter/CAD Operator IV		28.93
30081 - Engineering Technician I		17.82
30082 - Engineering Technician II		19.79
30083 - Engineering Technician III		22.59
30084 - Engineering Technician IV		27.42
30085 - Engineering Technician V		33.54
30086 - Engineering Technician VI		40.58
30090 - Environmental Technician		21.87
30210 - Laboratory Technician		20.41
30240 - Mathematical Technician		26.68
30361 - Paralegal/Legal Assistant I		16.04
30362 - Paralegal/Legal Assistant II		19.88
30363 - Paralegal/Legal Assistant III		24.32
30364 - Paralegal/Legal Assistant IV		29.42
30390 - Photo-Optics Technician		26.68
30461 - Technical Writer I		23.10
30462 - Technical Writer II		28.24
30463 - Technical Writer III		34.17
30491 - Unexploded Ordnance (UXO) Technician I		22.74
30492 - Unexploded Ordnance (UXO) Technician II		27.51
30493 - Unexploded Ordnance (UXO) Technician III		32.97
30494 - Unexploded (UXO) Safety Escort		22.74
30495 - Unexploded (UXO) Sweep Personnel		22.74
30620 - Weather Observer, Combined Upper Air Or	(see 2)	23.52
Surface Programs		
30621 - Weather Observer, Senior	(see 2)	25.48
31000 - Transportation/Mobile Equipment Operation Occupa	tions	
31020 - Bus Aide		11.61
31030 - Bus Driver		14.66
31043 - Driver Courier		13.40
31260 - Parking and Lot Attendant		9.25
31290 - Shuttle Bus Driver		14.22
31310 - Taxi Driver		11.32
31361 - Truckdriver, Light		14.22
31362 - Truckdriver, Medium		15.59
31363 - Truckdriver, Heavy		17.75
31364 - Truckdriver, Tractor-Trailer		17.75
99000 - Miscellaneous Occupations		
99030 - Cashier		8.95
99050 - Desk Clerk		9.12
99095 - Embalmer		23.61
99251 - Laboratory Animal Caretaker I		9.86
99252 - Laboratory Animal Caretaker II		10.47
99310 - Mortician		30.76
99410 - Pest Controller		15.66
99510 - Photofinishing Worker		11.61
99710 - Recycling Laborer		16.46
99711 - Recycling Specialist		18.57
99730 - Refuse Collector		15.17
99810 - Sales Clerk		11.04
99820 - School Crossing Guard		11.64
99830 - Survey Party Chief		18.10
99831 - Surveying Aide		11.30
99832 - Surveying Technician		16.46

99840 -	Vending	Machine	Attendant		12.92
99841 -	Vending	Machine	Repairer		15.13
99842 -	Vending	Machine	Repairer	Helper	12.92

#### ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$3.50 per hour computed on the basis of all hours worked by service employees employed on the contract.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Req. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

#### THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541. 400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including

consulting with users, to determine hardware, software or system functional specifications;

- (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
- (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
- (4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).
- 2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordance, explosives, and incendiary material differential pay.

#### \*\* UNIFORM ALLOWANCE \*\*

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to

this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at http://www.dol.gov/esa/whd/ or through the Wage Determinations On-Line (WDOL) Web site at http://wdol.gov/.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

#### Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage

and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

WD 05-2044 (Rev.-13) was first posted on www.wdol.gov on 01/25/2011

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REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Wage Determination No.: 2005-2044

Revision No.: 13

Date Of Revision: 01/19/2011

Shirley F. Ebbesen Director

Division of Wage Determinations

State: California

Area: California County of Kern

**Fringe Benefits Required Follow the Occupational Listing**	<del></del>
OCCUPATION CODE - TITLE FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	14.60
01012 - Accounting Clerk II	16.38
01013 - Accounting Clerk III	18.50
01020 - Administrative Assistant	21.14
01040 - Court Reporter	24.94
01051 - Data Entry Operator I	12.78
01052 - Data Entry Operator II	14.48
01060 - Dispatcher, Motor Vehicle	17.44
01070 - Document Preparation Clerk	14.35
01090 - Duplicating Machine Operator	14.35
01111 - General Clerk I	13.04
01112 - General Clerk II	14.83
01113 - General Clerk III	16.65
01120 - Housing Referral Assistant	20.00
01141 - Messenger Courier	11.54
01191 - Order Clerk I	13.24
01192 - Order Clerk II	14.45
01261 - Personnel Assistant (Employment) I	14.90
01262 - Personnel Assistant (Employment) II	17.56
01263 - Personnel Assistant (Employment) III	18.77
01270 - Production Control Clerk	23.14
01280 - Receptionist	11.49
01290 - Rental Clerk	12.72
01300 - Scheduler, Maintenance	16.03
01311 - Secretary I	16.03
01312 - Secretary II	17.93
01313 - Secretary III	20.00
01320 - Service Order Dispatcher	16.53
01410 - Supply Technician	22.22
01420 - Survey Worker	16.34
01531 - Travel Clerk I	12.88
01532 - Travel Clerk II	13.57
01533 - Travel Clerk III	14.67

	- Word Processor I	14.72
	- Word Processor II	16.51
	- Word Processor III	18.47
	Automotive Service Occupations	
	- Automobile Body Repairer, Fiberglass	18.07
	- Automotive Electrician	18.24
	- Automotive Glass Installer	17.52
	- Automotive Worker	17.52
	- Mobile Equipment Servicer	15.83
05130	- Motor Equipment Metal Mechanic	18.99
	- Motor Equipment Metal Worker - Motor Vehicle Mechanic	17.52
		18.99
	- Motor Vehicle Mechanic Helper	14.66
	- Motor Vehicle Upholstery Worker - Motor Vehicle Wrecker	17.00
	- Painter, Automotive	17.52
	·	18.23
	- Radiator Repair Specialist - Tire Repairer	17.52
		13.87
	- Transmission Repair Specialist	18.99
	Food Preparation And Service Occupations - Baker	
	- Cook I	14.06
	- Cook II	13.37
	- Dishwasher	15.20
	- Food Service Worker	9.15
	- Meat Cutter	9.32
	- Waiter/Waitress	14.15
	Furniture Maintenance And Repair Occupations	9.16
	- Electrostatic Spray Painter	7.7.7.4
	- Furniture Handler	16.54
	- Furniture Refinisher	12.87
	- Furniture Refinisher Helper	16.54
	- Furniture Repairer, Minor	13.30
	- Upholsterer	15.21 16.54
	General Services And Support Occupations	16.54
11030	- Cleaner, Vehicles	11 66
	- Elevator Operator	11.66
	- Gardener	11.66
	- Housekeeping Aide	13.56
	- Janitor	12.40
	- Laborer, Grounds Maintenance	12.40
	- Maid or Houseman	13.00
	- Pruner	8.98
	- Tractor Operator	11.87 15.42
	- Trail Maintenance Worker	
	- Window Cleaner	13.00
	Health Occupations	13.12
	- Ambulance Driver	18.87
	- Breath Alcohol Technician	18.87
	- Certified Occupational Therapist Assistant	18.48 25.35
12015		40.30
	- Certified Physical Theranist Assistant	
	- Certified Physical Therapist Assistant	25.67
12020	- Certified Physical Therapist Assistant - Dental Assistant - Dental Hygienist	

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12030 - EKG Technician	26.51
12035 - Electroneurodiagnostic Technologist	26.51
12040 - Emergency Medical Technician	18.87
12071 - Licensed Practical Nurse I	16.52
12072 - Licensed Practical Nurse II	18.48
12073 - Licensed Practical Nurse III	20.61
12100 - Medical Assistant	14.04
12130 - Medical Laboratory Technician 12160 - Medical Record Clerk	15.51
12190 - Medical Record Clerk 12190 - Medical Record Technician	13.50
12195 - Medical Record Technician 12195 - Medical Transcriptionist	15.10
1210 - Nuclear Medicine Technologist	17.27
12210 - Nursing Assistant I	40.62
12222 - Nursing Assistant II	10.26
12223 - Nursing Assistant III	11.54
12224 - Nursing Assistant IV	12.58
12235 - Optical Dispenser	14.12
12236 - Optical Technician	14.73
12250 - Pharmacy Technician	16.52
12280 - Phlebotomist	16.87
12305 - Radiologic Technologist	16.50
12311 - Registered Nurse I	26.48
12312 - Registered Nurse II	24.30
12313 - Registered Nurse II, Specialist	29.72
12314 - Registered Nurse III	29.72
12315 - Registered Nurse III, Anesthetist	35.96
12316 - Registered Nurse IV	35.96
12317 - Scheduler (Drug and Alcohol Testing)	43.10
13000 - Information And Arts Occupations	22.89
13011 - Exhibits Specialist I	20.12
13012 - Exhibits Specialist II	20.13
13013 - Exhibits Specialist III	24.95
13041 - Illustrator I	30.52
13042 - Illustrator II	20.13
13043 - Illustrator III	24.95
13047 - Librarian	30.52
13050 - Library Aide/Clerk	27.62 15.10
13054 - Library Information Technology Systems	24.95
Administrator	24.95
13058 - Library Technician	19.47
13061 - Media Specialist I	18.00
13062 - Media Specialist II	20.13
13063 - Media Specialist III	22.45
13071 - Photographer I	18.00
13072 - Photographer II	20.14
13073 - Photographer III	24.95
13074 - Photographer IV	30.52
13075 - Photographer V	36.92
13110 - Video Teleconference Technician	18.00
14000 - Information Technology Occupations	10.00
14041 - Computer Operator I	17.85
14042 - Computer Operator II	20.61
14043 - Computer Operator III	22.98
<del>-</del> *	22.10

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	- Computer Operator IV		25.55
	- Computer Operator V		28.28
	- Computer Programmer I	(see 1)	
14072	- Computer Programmer II	(see 1)	
	- Computer Programmer III	(see 1)	
	- Computer Programmer IV	(see 1)	
	- Computer Systems Analyst I	(see 1)	
	- Computer Systems Analyst II	(see 1)	
14103	- Computer Systems Analyst III	(see 1)	
	- Peripheral Equipment Operator		17.85
	- Personal Computer Support Technician		25.55
	Instructional Occupations		
15010	- Aircrew Training Devices Instructor (Non-Rated)		30.78
	- Aircrew Training Devices Instructor (Rated)		37.24
	- Air Crew Training Devices Instructor (Pilot)		44.48
15050	- Computer Based Training Specialist / Instructor		28.99
	- Educational Technologist		27.08
	- Flight Instructor (Pilot)		44.48
	- Graphic Artist		20.98
	- Technical Instructor		19.96
	- Technical Instructor/Course Developer		24,27
	- Test Proctor		17.86
	- Tutor		17.86
16000 -	Laundry, Dry-Cleaning, Pressing And Related Occup	ations	
	- Assembler		9.62
	- Counter Attendant		9.62
	- Dry Cleaner		11.95
	- Finisher, Flatwork, Machine		9.62
	- Presser, Hand		9.62
	- Presser, Machine, Drycleaning		9.62
	- Presser, Machine, Shirts		9.62
16160	- Presser, Machine, Wearing Apparel, Laundry		9.62
	- Sewing Machine Operator		12,25
	- Tailor		12.91
	- Washer, Machine		10.28
19000 ~	Machine Tool Operation And Repair Occupations		
	- Machine-Tool Operator (Tool Room)		23.66
	- Tool And Die Maker		28.13
	Materials Handling And Packing Occupations		
	- Forklift Operator		13.04
	- Material Coordinator		23.14
	- Material Expediter		23.14
	- Material Handling Laborer		11.54
	- Order Filler		12.17
21U8U	- Production Line Worker (Food Processing)		13.04
	- Shipping Packer		13.93
	- Shipping/Receiving Clerk		13.93
	- Store Worker I		11.22
	- Stock Clerk		14.72
	- Tools And Parts Attendant		13.04
	- Warehouse Specialist		13.04
22000 -	Mechanics And Maintenance And Repair Occupations		
23010	- Aerospace Structural Welder		28.23

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23021 - Aircraft Mechanic I	26.79
23022 - Aircraft Mechanic II	28.23
23023 - Aircraft Mechanic III	29.66
23040 - Aircraft Mechanic Helper	21.12
23050 - Aircraft, Painter	22.31
23060 - Aircraft Servicer	24.18
23080 - Aircraft Worker	25.24
23110 - Appliance Mechanic	22.62
23120 - Bicycle Repairer	15.26
23125 - Cable Splicer	31.37
23130 - Carpenter, Maintenance	22.86
23140 - Carpet Layer 23160 - Electrician, Maintenance	17.92
23181 - Electrician, Maintenance 23181 - Electronics Technician Maintenance I	26.52
23182 - Electronics Technician Maintenance I 23182 - Electronics Technician Maintenance II	26.31
23183 - Electronics Technician Maintenance II 23183 - Electronics Technician Maintenance III	27.90
23260 - Fabric Worker	29.47
23290 - Fire Alarm System Mechanic	20.33
23310 - Fire Extinguisher Repairer	23.03
23311 - Fuel Distribution System Mechanic	19.01
23312 - Fuel Distribution System Operator	26.97
23370 - General Maintenance Worker	22.23
23380 - Ground Support Equipment Mechanic	18.26
23381 - Ground Support Equipment Servicer	26.79
23382 - Ground Support Equipment Worker	24.18
23391 - Gunsmith I	25.24
23392 - Gunsmith II	19.01
23393 - Gunsmith III	21.62
23410 - Heating, Ventilation And Air-Conditioning	24.22
Mechanic	21.88
23411 - Heating, Ventilation And Air Contditioning	22.06
Mechanic (Research Facility)	23.06
23430 - Heavy Equipment Mechanic	^3 T7
23440 - Heavy Equipment Operator	21.73
23460 - Instrument Mechanic	24.53
23465 - Laboratory/Shelter Mechanic	28.25
23470 - Laborer	22.93
23510 - Locksmith	11.54
23530 - Machinery Maintenance Mechanic	21.52 22.52
23550 - Machinist, Maintenance	20.44
23580 - Maintenance Trades Helper	13.36
23591 - Metrology Technician I	28.25
23592 - Metrology Technician II	29.74
23593 - Metrology Technician III	31.26
23640 - Millwright	24.89
23710 - Office Appliance Repairer	
23760 - Painter, Maintenance	21.82 20.87
23790 - Pipefitter, Maintenance	20.87
23810 - Plumber, Maintenance	
23820 - Pneudraulic Systems Mechanic	22.50
23850 - Rigger	24.22
23870 - Scale Mechanic	24.22
23890 - Sheet-Metal Worker, Maintenance	21.71
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23910 - Small Engine Mechanic		20.48
23931 - Telecommunications Mechanic I		24.61
23932 - Telecommunications Mechanic II		25.94
23950 - Telephone Lineman		22.97
23960 - Welder, Combination, Maintenance		23.78
23965 - Well Driller		24.22
23970 - Woodcraft Worker		24.22
23980 - Woodworker		19.01
24000 - Personal Needs Occupations		
24570 - Child Care Attendant		10.79
24580 - Child Care Center Clerk		11.17
24610 - Chore Aide		13.07
24620 - Family Readiness And Support Services		13.80
Coordinator		
24630 - Homemaker		17.39
25000 - Plant And System Operations Occupations		
25010 - Boiler Tender		29.17
25040 - Sewage Plant Operator		21.07
25070 - Stationary Engineer		29.17
25190 - Ventilation Equipment Tender		19.27
25210 - Water Treatment Plant Operator		21.07
27000 - Protective Service Occupations		
27004 - Alarm Monitor		17.33
27007 - Baggage Inspector		11.00
27008 - Corrections Officer		31.29
27010 - Court Security Officer		29.33
27030 - Detection Dog Handler		12.30
27040 - Detention Officer		31.29
27070 - Firefighter		29.06
27101 - Guard I		11.00
27102 - Guard II		12.30
27131 - Police Officer I		31.37
27132 - Police Officer II		34.86
28000 - Recreation Occupations		
28041 - Carnival Equipment Operator		14.01
28042 - Carnival Equipment Repairer		15.10
28043 - Carnival Equpment Worker		9.24
28210 - Gate Attendant/Gate Tender		13.62
28310 - Lifeguard		11.95
28350 - Park Attendant (Aide)		15.23
28510 - Recreation Aide/Health Facility Attendant		11.10
28515 - Recreation Specialist		16.40
28630 - Sports Official		12.14
28690 - Swimming Pool Operator		18.62
29000 - Stevedoring/Longshoremen Occupational Services	3	
29010 - Blocker And Bracer		25.75
29020 - Hatch Tender		25.75
29030 - Line Handler		25.75
29041 - Stevedore I		21.85
29042 - Stevedore II		27.31
30000 - Technical Occupations		
30010 - Air Traffic Control Specialist, Center (HFO)		35.78
30011 - Air Traffic Control Specialist, Station (HFC	)) (see 2)	24.67

30012 - Air Traffic Control Specialist, Terminal (HFO	) (see 2)	27.16
30021 - Archeological Technician I		19.91
30022 - Archeological Technician II		23.13
30023 - Archeological Technician III		27,27
30030 - Cartographic Technician		30.50
30040 - Civil Engineering Technician		28.72
30061 - Drafter/CAD Operator I		19.91
30062 - Drafter/CAD Operator II		26.44
30063 - Drafter/CAD Operator III		26.80
30064 - Drafter/CAD Operator IV		32.98
30081 - Engineering Technician I		17.68
30082 - Engineering Technician II		20.62
30083 - Engineering Technician III		23.07
30084 - Engineering Technician IV		28.59
30085 - Engineering Technician V		34.97
30086 - Engineering Technician VI		42.20
30090 - Environmental Technician		24.34
30210 - Laboratory Technician		24.11
30240 - Mathematical Technician		
30361 - Paralegal/Legal Assistant I		27.58
30362 - Paralegal/Legal Assistant II		20.79
30363 - Paralegal/Legal Assistant III		25.77
		31.52
30364 - Paralegal/Legal Assistant IV		38.14
30390 - Photo-Optics Technician		27.58
30461 - Technical Writer I		29.04
30462 - Technical Writer II		35.52
30463 - Technical Writer III		42.97
30491 - Unexploded Ordnance (UXO) Technician I		22.74
30492 - Unexploded Ordnance (UXO) Technician II		27.51
30493 - Unexploded Ordnance (UXO) Technician III		32.97
30494 - Unexploded (UXO) Safety Escort		22.74
30495 - Unexploded (UXO) Sweep Personnel		22.74
30620 - Weather Observer, Combined Upper Air Or	(see 3)	26.80
Surface Programs		
30621 - Weather Observer, Senior	(see 3)	27.27
31000 - Transportation/Mobile Equipment Operation Occupa	tions	
31020 - Bus Aide		11.36
31030 - Bus Driver		16.67
31043 - Driver Courier		13.85
31260 - Parking and Lot Attendant		10.80
31290 - Shuttle Bus Driver		14.87
31310 - Taxi Driver		10.82
31361 - Truckdriver, Light		14.87
31362 - Truckdriver, Medium		17.64
31363 - Truckdriver, Heavy		18.76
31364 - Truckdriver, Tractor-Trailer		
99000 - Miscellaneous Occupations		18.76
99030 - Cashier		30 000
99050 - Desk Clerk		10.75
99095 - Embalmer		8.95
		23.59
99251 - Laboratory Animal Caretaker I		9.26
99252 - Laboratory Animal Caretaker II		9.94
99310 - Mortician		23.59

99410 - Pest Controller	13.90
99510 - Photofinishing Worker	11.95
99710 - Recycling Laborer	19.26
99711 - Recycling Specialist	22.54
99730 - Refuse Collector	17.57
99810 - Sales Clerk	11.95
99820 - School Crossing Guard	10.81
99830 - Survey Party Chief	28.28
99831 - Surveying Aide	18.77
99832 - Surveying Technician	25.72
99840 - Vending Machine Attendant	14.66
99841 - Vending Machine Repairer	18.36
99842 - Vending Machine Repairer Helper	15.79

### ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$3.50 per hour computed on the basis of all hours worked by service employees employed on the contract.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

### THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541. 400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For

example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
- (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
- (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
- (4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).
- 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used.

All operations involving, unloading, storage, and hauling of ordance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordance, explosives, and incendiary material differential pay.

#### \*\* UNIFORM ALLOWANCE \*\*

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at http://www.dol.gov/esa/whd/ or through the Wage Determinations On-Line (WDOL) Web site at http://wdol.gov/.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE  $\{ \text{Standard Form } 1444 \ (\text{SF } 1444) \}$ 

#### Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)}

When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT

By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Wage Determination No.: 2005-2516

Revision No.: 13

Date Of Revision: 06/15/2010

Shirley F. Ebbesen Director

Division of | Wage Determinations |

State: Texas

Area: Texas Counties of Austin, Brazoria, Chambers, Colorado, Fort Bend, Galveston, Grimes, Harris, Houston, Jackson, Lavaca, Liberty, Madison, Matagorda, Montgomery, San Jacinto, Trinity, Walker, Waller, Washington, Wharton

**Fringe Benefits Required Follow the Occupational Listing**	
OCCUPATION CODE - TITLE FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	14.98
01012 - Accounting Clerk II	16.82
01013 - Accounting Clerk III	18.82
01020 - Administrative Assistant	25.91
01040 - Court Reporter	21.79
01051 - Data Entry Operator I	13.24
01052 - Data Entry Operator II	14.45
01060 - Dispatcher, Motor Vehicle	15.96
01070 - Document Preparation Clerk	13.41
01090 - Duplicating Machine Operator	13.41
01111 - General Clerk I	11.88
01112 - General Clerk II	13.27
01113 - General Clerk III	14.90
01120 - Housing Referral Assistant	20.69
01141 - Messenger Courier	12.55
01191 - Order Clerk I	13.52
01192 - Order Clerk II	15.24
01261 - Personnel Assistant (Employment) I	15.43
01262 - Personnel Assistant (Employment) II	17.27
01263 - Personnel Assistant (Employment) III	19.25
01270 - Production Control Clerk	19.10
01280 - Receptionist	12.02
01290 - Rental Clerk	14.75
01300 - Scheduler, Maintenance	16.59
01311 - Secretary I	16.59
01312 - Secretary II	18.57
01313 - Secretary III	20.69
01320 - Service Order Dispatcher	15.16
01410 - Supply Technician	25.91
01420 - Survey Worker	17.79

01531 - Travel Clerk I	13.71
01532 - Travel Clerk II	14.81
01533 - Travel Clerk III	15.83
01611 - Word Processor I	14.29
01612 - Word Processor II	16.04
01613 - Word Processor III	17.95
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	25.76
05010 - Automotive Electrician	23.79
05040 - Automotive Glass Installer	21.96
05070 - Automotive Worker	21.96
05110 - Mobile Equipment Servicer	20.23
05130 - Motor Equipment Metal Mechanic	25.76
05160 - Motor Equipment Metal Worker	21.96
05190 - Motor Vehicle Mechanic	25.76
05220 - Motor Vehicle Mechanic Helper	19.40
05250 - Motor Vehicle Upholstery Worker	20.83
05280 - Motor Vehicle Wrecker	21.96
05310 - Painter, Automotive	23.79
05340 - Radiator Repair Specialist	22.88
05370 - Tire Repairer	14.40
05400 - Transmission Repair Specialist	25.76
07000 - Food Preparation And Service Occupations	
07010 - Baker	10.06
07041 - Cook I	9.52
07042 - Cook II	10.88
07070 - Dishwasher	8,11
07130 - Food Service Worker	9.12
07210 - Meat Cutter	12.91
07260 - Waiter/Waitress	8.19
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.32
09040 - Furniture Handler	11.95
09080 - Furniture Refinisher	17.70
09090 - Furniture Refinisher Helper	14.58
09110 - Furniture Repairer, Minor	16.82
09130 - Upholsterer	18.32
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.90
11060 - Elevator Operator	8.82
11090 - Gardener	14.52
11122 - Housekeeping Aide	8.84
11150 - Janitor	8.84
11210 - Laborer, Grounds Maintenance	10.93
11240 - Maid or Houseman	7.96
11260 - Pruner	9.25
11270 - Tractor Operator	12.82
11330 - Trail Maintenance Worker	10.93
11360 - Window Cleaner	9.81
12000 - Health Occupations	
12010 - Ambulance Driver	15.00
12011 - Breath Alcohol Technician	15.64
12012 - Certified Occupational Therapist Assistant	23.69

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12015 - Certified Physical Therapist Assistant	24.52
12020 - Dental Assistant	15.64
12025 - Dental Hygienist	32.93
12030 - EKG Technician	25.92
12035 - Electroneurodiagnostic Technologist	25.92
12040 - Emergency Medical Technician	15.00
12071 - Licensed Practical Nurse I	19.05
12072 - Licensed Practical Nurse II	21.32
12073 - Licensed Practical Nurse III	23.76
12100 - Medical Assistant	12.50
12130 - Medical Laboratory Technician	16.63
12160 - Medical Record Clerk	14.53
12190 - Medical Record Technician	16.57
12195 - Medical Transcriptionist	16.81
12210 - Nuclear Medicine Technologist	35.13
12221 - Nursing Assistant I	8.57
12222 - Nursing Assistant II	10.36
12223 - Nursing Assistant III	11.31
12224 - Nursing Assistant IV	12.69
12235 - Optical Dispenser	16.79
12236 - Optical Technician	15.29
12250 - Pharmacy Technician	19.18
12280 - Phlebotomist	13.30
12305 - Radiologic Technologist	26.70
12311 - Registered Nurse I	30.36
12312 - Registered Nurse II	38.37
12313 - Registered Nurse II, Specialist	38.37
12314 - Registered Nurse III	44.91
12315 - Registered Nurse III, Anesthetist	44.91
12316 - Registered Nurse IV	53.84
12317 - Scheduler (Drug and Alcohol Testing)	21.85
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.30
13012 - Exhibits Specialist II	24.74
13013 - Exhibits Specialist III	28.94
13041 - Illustrator I	19.30
13042 - Illustrator II	23.91
13043 - Illustrator III	30.12
13047 - Librarian	26.69
13050 - Library Aide/Clerk	10.84
13054 - Library Information Technology Systems	24.09
Administrator	
13058 - Library Technician	16.04
13061 - Media Specialist I	17.39
13062 - Media Specialist II	19.46
13063 - Media Specialist III	21.68
13071 - Photographer I	15.32
13072 - Photographer II	18.15
13073 - Photographer III	22.56
13074 - Photographer IV	27.49
13075 - Photographer V	33.07
13110 - Video Teleconference Technician	16.73
14000 - Information Technology Occupations	

		Page 4 of 11
14041 - Computer Operator I		17.31
14042 - Computer Operator II		19.37
14043 - Computer Operator III		21.59
14044 - Computer Operator IV		24.00
14045 - Computer Operator V		26.57
14071 - Computer Programmer I	(see 1)	26.37
14072 - Computer Programmer II	(see 1)	20.04
14073 - Computer Programmer III	(see 1)	
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator	(500 1)	17.31
14160 - Personal Computer Support Technician		24.00
15000 - Instructional Occupations		24.00
15010 - Aircrew Training Devices Instructor (Non-F	Rated)	33 00
15020 - Aircrew Training Devices Instructor (Rated	1\	33.08
15030 - Air Crew Training Devices Instructor (Pilo	2/ 2+\	40.02
15050 - Computer Based Training Specialist / Instr	oc,	47.98
15060 - Educational Technologist	raceor	33.08
15070 - Flight Instructor (Pilot)		29.23
15080 - Graphic Artist		47.98
15090 - Technical Instructor		26.72
15095 - Technical Instructor/Course Developer		22.43
15110 - Test Proctor		27.43
15120 - Tutor		18.43
16000 - Laundry, Dry-Cleaning, Pressing And Related		18.43
16010 - Assembler	Occupations	
16030 - Counter Attendant		9.40
16040 - Dry Cleaner		9.40
16070 - Finisher, Flatwork, Machine		12.06
16090 - Presser, Hand		9.40
16110 - Presser, Machine, Drycleaning		9.40
16130 - Presser, Machine, Shirts		9.40
16160 - Presser, Machine, Wearing Apparel, Laundry	-	9.40
16190 - Sewing Machine Operator		9.40
16220 - Tailor		12.79
16250 - Washer, Machine		13.75
19000 - Machine Tool Operation And Repair Occupation		10.32
19010 - Machine-Tool Operator (Tool Room)	.5	
19040 - Tool And Die Maker		19.71
21000 - Materials Handling And Packing Occupations		23.23
21020 - Forklift Operator		
21030 - Material Coordinator		13.25
21040 - Material Expediter		19.46
21050 - Material Handling Laborer		19.46
21071 - Order Filler		12.26
21080 - Production Line Worker (Food Processing)		11.47
21110 - Shipping Packer		13.25
21130 - Shipping/Receiving Clerk		14.60
21140 - Store Worker I		14.60
21150 - Stock Clerk		11.34
21210 - Tools And Parts Attendant		16.06
10010 Mid Faits Attenuallt		13.58

	- Warehouse Specialist	13.25
	Mechanics And Maintenance And Repair Occupations	
	- Aerospace Structural Welder	29.47
	- Aircraft Mechanic I	28.07
	- Aircraft Mechanic II	29.47
	- Aircraft Mechanic III	30.94
	- Aircraft Mechanic Helper	21.98
	- Aircraft, Painter	25.61
	- Aircraft Servicer	24.44
	- Aircraft Worker	25.76
	- Appliance Mechanic	18.61
	- Bicycle Repairer	13.91
	- Cable Splicer	25.34
	- Carpenter, Maintenance	19.71
	- Carpet Layer	18.45
	- Electrician, Maintenance	26.51
	- Electronics Technician Maintenance I	21.28
	- Electronics Technician Maintenance II	23.89
	- Electronics Technician Maintenance III	25.10
	- Fabric Worker	17.17
	- Fire Alarm System Mechanic	19.95
	- Fire Extinguisher Repairer	15.88
23311	- Fuel Distribution System Mechanic	20.96
23312	- Fuel Distribution System Operator	16.33
23370	- General Maintenance Worker	18.08
23380	- Ground Support Equipment Mechanic	28.07
23381	- Ground Support Equipment Servicer	24.44
23382	- Ground Support Equipment Worker	25.76
23391	- Gunsmith I	15.88
23392	- Gunsmith II	18.45
23393	- Gunsmith III	20.81
23410	- Heating, Ventilation And Air-Conditioning	21.04
Mechar	nic	
23411	- Heating, Ventilation And Air Contditioning	21.95
Mechar	nic (Research Facility)	
23430	- Heavy Equipment Mechanic	19.79
23440	- Heavy Equipment Operator	19.26
23460	- Instrument Mechanic	25.87
23465	- Laboratory/Shelter Mechanic	19.71
23470	- Laborer	11.04
23510	- Locksmith	18.99
23530	- Machinery Maintenance Mechanic	24.33
23550	- Machinist, Maintenance	20.81
23580	- Maintenance Trades Helper	14.94
23591	- Metrology Technician I	25.87
	- Metrology Technician II	26.99
	- Metrology Technician III	28.14
	- Millwright	21.53
	- Office Appliance Repairer	18.99
	- Painter, Maintenance	18.99
	- Pipefitter, Maintenance	21.38
	- Plumber, Maintenance	20.88
	- Pneudraulic Systems Mechanic	20.81
	-	

# Page 6 of 11

	- Rigger	20.81
	- Scale Mechanic	18.45
	- Sheet-Metal Worker, Maintenance	19.95
	- Small Engine Mechanic	18.08
	- Telecommunications Mechanic I - Telecommunications Mechanic II	23.89
	- Telephone Lineman	24.95
	- Welder, Combination, Maintenance	25.52
	- Well Driller	20.27
	- Woodcraft Worker	20.81
	- Woodworker	20.81
	Personal Needs Occupations	15.04
	- Child Care Attendant	10 65
	- Child Care Center Clerk	10.65 13.27
	- Chore Aide	7.35
24620	- Family Readiness And Support Services	13.83
	inator	10.00
24630	- Homemaker	16.84
25000 -	Plant And System Operations Occupations	20.01
	- Boiler Tender	22.20
25040	- Sewage Plant Operator	18.70
	- Stationary Engineer	22.20
25190	- Ventilation Equipment Tender	14.58
	- Water Treatment Plant Operator	18.32
27000 -	Protective Service Occupations	
27004	- Alarm Monitor	16.14
	- Baggage Inspector	11.56
	- Corrections Officer	19.62
	- Court Security Officer	21.18
	- Detection Dog Handler	17.90
	- Detention Officer	19.62
	- Firefighter	20.41
	- Guard I	11.56
	- Guard II	17.90
	- Police Officer I	24.19
	- Police Officer II	26.88
	Recreation Occupations	
	- Carnival Equipment Operator	11.63
	- Carnival Equipment Repairer	12.36
	- Carnival Equpment Worker	8.51
	- Gate Attendant/Gate Tender	13.90
	- Lifeguard	12.38
	- Park Attendant (Aide)	15.55
2001U	- Recreation Aide/Health Facility Attendant	11.35
	- Recreation Specialist - Sports Official	17.83
	- Swimming Pool Operator	12.38
		17.44
29010	Stevedoring/Longshoremen Occupational Services - Blocker And Bracer	A A
	- Hatch Tender	20.12
	- Line Handler	20.12
	- Stevedore I	20.12
	- Stevedore II	18.72
	~~~.~~~~ **	21.50

30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	40.33
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	27.81
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30021 - Archeological Technician I	21.56
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30030 - Cartographic Technician	30.62
30040 - Civil Engineering Technician	30.03
30061 - Drafter/CAD Operator I	21.56
30062 - Drafter/CAD Operator II	24.71
30063 - Drafter/CAD Operator III	27.56
30064 - Drafter/CAD Operator IV	33.10
30081 - Engineering Technician I	20.02
30082 - Engineering Technician II	22.48
30083 - Engineering Technician III	25.15
30084 - Engineering Technician IV	31.09
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30462 - Technical Writer II	28.38
30463 - Technical Writer III	34.93
30491 - Unexploded Ordnance (UXO) Technician I	25.63
30492 - Unexploded Ordnance (UXO) Technician II	31.01
30493 - Unexploded Ordnance (UXO) Technician III	37.17
30494 - Unexploded (UXO) Safety Escort	25.63
30495 - Unexploded (UXO) Sweep Personnel	25.63
30620 - Weather Observer, Combined Upper Air Or (see 2)	26.35
Surface Programs	
30621 - Weather Observer, Senior (see 2)	30.48
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	11.88
31030 - Bus Driver	17.06
31043 - Driver Courier	14.03
31260 - Parking and Lot Attendant	9.17
31290 - Shuttle Bus Driver	15.28
31310 - Taxi Driver	11.54
31361 - Truckdriver, Light	15.28
31362 - Truckdriver, Medium	18.98
31363 - Truckdriver, Heavy	20.32
31364 - Truckdriver, Tractor-Trailer	20.32
99000 - Miscellaneous Occupations 99030 - Cashier	
99050 - Cashler 99050 - Desk Clerk	10.01
99095 - Embalmer	11.72
22022 - Buryaturet	23.71

99252 - 99310 - 99410 - 99510 - 99711 - 99730 - 99810 - 99830 - 99831 - 99832 - 99840 - 99841 -	Laboratory Animal Caretaker I Laboratory Animal Caretaker II Mortician Pest Controller Photofinishing Worker Recycling Laborer Recycling Specialist Refuse Collector Sales Clerk School Crossing Guard Survey Party Chief Surveying Aide Surveying Technician Vending Machine Attendant Vending Machine Repairer Vending Machine Repairer Helper	9.83 10.71 26.44 15.80 12.62 16.46 20.06 14.67 12.66 10.96 20.96 14.35 18.13 12.00 14.41 12.31
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## ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$3.50 per hour computed on the basis of all hours worked by service employees employed on the contract.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541. 400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not

list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
- (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
- (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
- (4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).
- 2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials

are only applicable to work that has been specifically designated by the agency for ordance, explosives, and incendiary material differential pay.

### \*\* UNIFORM ALLOWANCE \*\*

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at http://www.dol.gov/esa/whd/ or through the Wage Determinations On-Line (WDOL) Web site at http://wdol.gov/.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE  $\{Standard\ Form\ 1444\ (SF\ 1444)\}$ 

### Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be

conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

REGISTER OF WAGE DETERMINATION UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210

Diane Koplewski Director

Division of

Wage Determinations

Wage Determination No.: CBA-2005-3365

Revision No.: 3

Date Of Last Revision: 2/24/2011

State: California

Area: Kern

Employed on NASA Johnson Space Center contract for Aircraft Maintenance and Modification Program.

Collective Bargaining Agreement between contractor: CSC Applied Technologies, LLC, and union: International Association of Machinists and Aerospace Workers, D Local 727P, effective 4/8/2008 through 4/7/2011.

In accordance with Section 2(a) and 4(c) of the Service Contract Act, as amended, employees employed by the contractor(s) in performing services covered by the Collective Bargaining Agreement(s) are to be paid wage rates and fringe benefits set forth in the current collective bargaining agreement and modified extension agreement(s).

REGISTER OF WAGE DETERMINATION UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary
of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Diane Koplewski Director

Division of Wage Determinations

Wage Determination No.: CBA-2005-3364

Revision No.: 3

Date Of Last Revision: 2/24/2011

State: Texas

Area: Harris

Employed on NASA Johnson Space Center contract for Aircraft Maintenance and Modification Program.

Collective Bargaining Agreement between contractor: CSC Applied Technologies, LLC, and union: International Association of Machinists and Aerospace Workers, D Local 1786, effective 9/17/2009 through 9/16/2012 and amended on 9/15/2009.

In accordance with Section 2(a) and 4(c) of the Service Contract Act, as amended, employees employed by the contractor(s) in performing services covered by the Collective Bargaining Agreement(s) are to be paid wage rates and fringe benefits set forth in the current collective bargaining agreement and modified extension agreement(s).